



Council Meeting Agenda
November 4, 2024
6:00 PM

1. Call to Order Mayor Ed Hooks
2. Invocation Pastor Will Webster, Grace Bible Fellowship
3. Recognitions Mayor
 - a. Resolution of Recognition- Peggy Boswell
 - b. Recognition of Fire Chief John Wellons- UNC-SOG *Leading for Results* Course Completion
4. Public Comments Mayor
5. Consent Agenda-
 - a. Approval of Minutes- October 7, 2024- Regular Meeting and Closed Session- Pending Litigation Discussion
 - b. Final Plat- Buckhorn Business Centre Ph. 3
 - c. Voluntary Non-Contiguous Annexation Petition- Cambro, Ph. 3
 - d. NC Water & Wastewater Agency Response Network- Mutual Aid & Assistance Agreement
 - e. FY25 First Quarter Financial Report
 - f. DMDC Quarterly Report- 1st Quarter
 - g. DMDC Audit Report FY Ending June 30, 2024
 - h. 2025 Council Meeting Calendar
6. **Public Hearing-** Ordinance to Extend the Corporate Limits-
Voluntary Contiguous Annexation- Tanner Built Homes-
Mill Run- Mrs. White Lane Lawson Brown, City Attorney
7. Appointment for the Mebane Animal Control Authority
Appeal Board Mitch McKinney, Chief of Police
8. Purchase of Land from Alamance County Farm Bureau
on Clay Street for Small Pocket Park Mr. Brown
9. Mebane Sports Hall of Fame Bylaws Amendments Aaron Davis,
Recreation and Parks Director
10. Amended Mebane Youth Soccer Association (MYSA) Contract 2025-2027 Mr. Davis
11. Recreation and Parks Advocacy Commission (RPAC) Appointments Mr. Davis
12. North Carolina Emergency Management (NCEM) State and
Local Cybersecurity Grant Program (SLCGP) Acceptance Kirk Montgomery, IT Director
13. WRRF Expansion Bond Pricing Overview Daphna Schwartz, Finance Director
Ted Cole, Sr. VP, Davenport Public Finance
14. McGill Engineering Contract Amendment No. 2-
WRRF Expansion Project Fraz Holt, City Engineer
15. Updated System Development Fee Study Mr. Holt
16. Voluntary Annexation Agreement- 512-A E. Graham Street Mr. Brown
17. Adjournment Mayor



The Mebane City Council held its regular monthly meeting at 6:00 p.m., Monday, October 7, 2024, in the Council Chambers of the Glendel Stephenson Municipal Building located at 106 E. Washington Street.

Councilmembers Present:

Mayor Ed Hooks
Mayor Pro-Tem Tim Bradley
Councilmember Katie Burkholder
Councilmember Sean Ewing
Councilmember Montrena Hadley
Councilmember Jonathan White

Also Present:

Preston Mitchell, Interim City Manager
Lawson Brown, City Attorney
Stephanie Shaw, City Clerk
Mitch McKinney, Chief of Police
Ashley Ownbey, Development Director
Daphna Schwartz, Finance Director
Franz Holt, City Engineer
Kyle Smith, Utilities Director

Mayor Hooks called the meeting to order at 6:00 p.m. and called for a moment of silence for those affected by Hurricane Helene, particularly those in Western North Carolina. Then Chris Hill, Pastor of Eastside Baptist Church gave the invocation.

No one spoke during the Public Comment Period.

Mayor Hooks recognized Public Works Director Chuck Smith as he was elected to serve as a Director of the North American NC Public Works Association Facilities and Ground Committee. Its mission is to engage the Public Works community and citizens through support, education, advocacy, and outreach by creating opportunities for training accountability networking, and growth for the benefit of all.

Mayor Hooks gave an overview of the Consent Agenda as follows:

- a. Approval of Minutes- September 9, 2024- Regular Meeting and Closed Session
- b. Voluntary Contiguous Annexation Petition- Tanner Built Homes- Mill Run
- c. American Rescue Plan Grant Ordinance Amendment and Budget Ordinance Amendment
- d. Budget Ordinance Amendment Carryforward

Mr. White made a motion, seconded by Mr. Bradley, to approve the Consent Agenda items as presented. The motion carried unanimously.

Item b.

RESOLUTION FIXING DATE OF PUBLIC HEARING ON
QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31

Annexation No. 174

WHEREAS, a petition requesting annexation of the area described herein has been received;
and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mebane, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Glendel Stephenson Municipal Building at 6:00 p.m. on November 4, 2024.

Section 2. The area proposed for annexation is described as follows:

Beginning at a ¾" iron pipe in the southern R/W of S.R. 1918; Thence leaving S.R. 1918 and along the eastern boundary line of Alan & Ruth Haviland S 04°22'02" W A Distance of 111.11' to a ½" iron pipe (a ¾" iron pipe on this line at the intersection with the southern R/W of S.R. 1918 95.89' from beginning point); Thence S 10°05'01" W A Distance of 260.49' to a ½" EIP; Thence S 07°36'26" E A Distance of 100.71' to a ¾" EIP, the southeast corner of said Haviland and the northeast corner of Pearle W. Love Heirs; Thence with said Love Heirs S 07°36'26" E A Distance of 191.12' to a ½" crimped EIP the northwest corner of Lot 11 Rutledge Trail; Thence with said Lot 11 N 82°26'22" E A Distance of 578.88' to a point in the center of Rutledge Trail; Thence with said Rutledge Trail N 07°33'38" W A Distance of 613.42' to a point; Thence With A Curve Turning To The Left With An Arc Length of 345.46', With A Radius of 400.00', With a Chord Bearing of N 32°18'09" W, With A Chord Length of 334.82',Thence With A Curve to a point; Thence N 57°02'39" W A Distance of 61.94' to a point in the southern R/W of said S.R. 1918; Thence with the southern R/W of said 1918 S 32°50'11" W A Distance of 250.13' to a point; Thence S 36°41'11" W A Distance of 94.71' to a point; Thence S 43°06'11" W A Distance of 79.88' to a ¾" iron pipe ; Which Is The Point of Beginning, Having An Area of 10.01 Acres and 0.016 Suare Miles more or less.

AS SHOWN ON PLAT BY R.S. JONES & ASSOCIATES, INC. ENTITLED "FINAL PLAT: CITY OF MEBANE CORPORATE LIMITS EXTENSION A CONTIGUOUS VOLUNTARY ANNEXATION" DATED AUGUST 27, 2024

Section 3. Notice of the public hearing shall be published once in the Alamance News and News of Orange, newspapers having general circulation in the City of Mebane, at least ten (10) days prior to the date of the public hearing.

Ed Hooks, Mayor

ATTEST:

Stephanie W. Shaw, City Clerk

Item c.

Grant Project Ordinance for the City of Mebane American Rescue Plan
Act of 2021: Coronavirus State and Local Fiscal Recovery Funds
Amendment 3

BE IT ORDAINED by the city council of the City of Mebane, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby amended on October 7, 2024:

Section 1: This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLFRF). The City of Mebane has received the first tranche in the amount of \$2,591,329 of CSLFRF funds. The total allocation is \$5,182,658, with the remainder to be distributed to the city within 12 months. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in

critical infrastructure sectors; and,

- 5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: The City has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLFRF funds for the provision of government services.

Section 3: The following amounts are appropriated for the project and authorized for expenditure:

Internal Project Code	Project	Expenditure Category	Cost Object	Appropriation of CSLFRF Funds
0001	Administration and Metering Services for period of March 3, 2021 through March 31, 2022 (reimbursement)	6.1	Salaries	\$46,973
			Benefits	\$22,565
0002	Utilities Services for period of March 3, 2021 through March 31, 2022 (reimbursement)	6.1	Salaries	\$644,239
			Benefits	\$294,753
0003	Waste Water Treatment Plant Services for period of March 3, 2021 through March 31, 2022 (reimbursement)	6.1	Salaries	\$459,271
			Benefits	\$185,082
0004	Administration and Metering Services for period of April 1, 2022 through December 31, 2024	6.1	Salaries	\$97,520
			Benefits	\$46,608
0005	Utilities Services for period of April 1, 2022 through December 31, 2024	6.1	Salaries	\$1,450,173
			Benefits	\$670,711
0006	Waste Water Treatment Plant Services for period of April 1, 2022 through December 31, 2024	6.1	Salaries	\$908,237
			Benefits	\$356,526
	Unallocated			\$32,864
		Total:		\$5,215,522

Section 4: The following revenues are anticipated to be available to complete the project:

CSLFRF Funds: \$5,182,658

Interest/Investment Income: \$32,864

Total: \$5,215,522

Section 5: The Finance Director is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the City’s Uniform Guidance Allowable Costs and Cost Principles Policy.

Section 6: The Finance Director is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 7: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Director and to the Clerk to the City Council.

Section 8: This grant project ordinance is effective as of March 3, 2021 and expires on December 31, 2026, or when all the CSLFRF funds have been obligated and expended by the City, whichever occurs sooner.

Section 9: Transfer \$32,864 in interest/investment proceeds to the FY 2024-2025 Annual Budget Ordinance for the Utility Fund.

Section 10: Decrease interest/investment revenues by \$32,864.

BE IT ORDAINED by the Council of the City of Mebane that the Budget Ordinance for the Fiscal Year beginning July 1 2024 as duly adopted on June 3, 2024, is hereby amended as follows:

ARTICLE I			
APPROPRIATIONS	Current Budget	Change	Revised Budget
Utility Fund - Non-Departmental	\$ 3,357,027	\$ 32,864	\$ 3,389,891

ARTICLE II			
REVENUES	Current Budget	Change	Revised Budget
Utility Fund - Transfer From ARP Grant Ordinance	\$ -	\$ 32,864	\$ 32,864

This the 7th day of October, 2024.

Item d.

BE IT ORDAINED by the Council of the City of Mebane that the Budget Ordinance for the Fiscal Year beginning July 1 2024 as duly adopted on June 3, 2024, is hereby amended as follows:

ARTICLE I			
APPROPRIATIONS	Current Budget	Change	Revised Budget
General Fund - Recreation and Parks	\$ 3,499,024	\$ 100,000	\$ 3,599,024

ARTICLE II			
REVENUES	Current Budget	Change	Revised Budget
General Fund - Appropriated Fund Balance	\$ 4,469,773	\$ 100,000	\$ 4,569,773

This the 7th day of October, 2024.

A quasi-judicial public hearing was held on a request from Donna Hester for approval of a Special Use Permit to increase the number of clients served by her childcare center, Brighter Beginnings Childcare, at 5004 Mrs. White Lane.

Clerk Shaw swore in the following:

Donna Hester, applicant and resident of 5004 Mrs. White Lane, Mebane
William Hester, neighbor of daycare, 4962 Mrs. White Lane, Mebane
Glenn Patterson, Real Estate Appraiser, Patterson Appraisal, PO Box 597, Burlington
Ashley Ownbey, Mebane Development Director
Franz Holt, Mebane City Engineer
Preston Mitchell, Mebane Interim City Manager

Ms. Ownbey gave an overview of the request. The current center was approved by a Special Use Permit in 2018 for no more than 12 children. The new request is for the childcare center to serve no more than 30 children, with weekday operation between 7:00 a.m. and 5:30 p.m. The property is located on +/-1.46 acres in the Mebane Extraterritorial Jurisdiction and zoned R-20, Residential District. The land use "Day Care Centers, Adult, and Child, 13 or More Clients" is permitted as a principal use in the R-20 zoning district with a special use permit. No major changes are proposed to the existing site. Renovations are required to the structure and must comply with any requirements of the North Carolina Building Code. The applicant has received an improvement permit from Alamance County Environmental Health for a septic system to serve a business with 36 people. This permit is valid through March 7, 2028. Ms. Ownbey explained with the Special Use request, the applicant must prove four findings:

- a. Will not materially endanger the public health or safety;
- b. Will not substantially injure the value of adjoining or abutting property;
- c. Will be in harmony with the area in which it is located; and
- d. Will be in conformity with the land development plan or other plans officially adopted by the City Council.

Special Use Permit requested to allow for an expansion in clients for existing day care as shown on the site-specific plan. Existing conditions:

- Variable width driveway (12'-15') and driveway loop to accommodate drop-off and pick-up traffic.
- Adequate play area and fencing according to Mebane UDO.
- Parking to accommodate clients and staff.

Additional improvements and permits are likely to be required by other departments and agencies for the expansion of the childcare center.

Ms. Hester shared the following:

- **Expanding the facility will not materially endanger the public health or safety**
 - Septic Tank Approval
 - North Carolina - State Licensing Certificate
 - Site Plan - Pick-up & Drop-off Procedures
- **Expanding the facility will not substantially injure the value of adjoining or abutting properties**
 - Please see Mr. Patterson's Report
- **Expanding the facility will be in harmony with the area in which it is located**
 - Brighter Beginnings Childcare is an existing childcare facility that's been in operation since 2019
 - Our pick-up and drop-off process aligns with the site plan that was provided
- **Expanding the facility will be in general conformity with the land use plan or other plans and policies officially adopted by the City Council**
 - Please note that the Planning staff have found the use consistent with long-range plans.

Additionally, she shared that their daycare, Brighter Beginnings Child Care is certified with the state as a five-star facility. The site plan shows points of access, the pattern of internal circulation

and loading/unloading, and the location of the outdoor play area(s). The use is not operational after 7:00 p.m. or before 6:00 a.m. The site has access to a collector street. The use complies with state licensing requirements. Ms. Hester highlighted the daycare center's new outdoor learning environment, which was established after completing a course at North Carolina State University. The center received a grant for this initiative, enriching children's educational experiences with features such as a mud kitchen, chalkboard, and a garden where children harvest and eat their lunch produce. The area includes a fenced-in 1200-foot outdoor play area, meeting state licensing requirements with a sturdy four-foot-high fence for safety and privacy. She emphasized a commitment to creating a safe, secure, and challenging learning environment that fosters responsibility and respect. She concluded her presentation by thanking the Council for their time and consideration.

Mr. Patterson stated it was his professional opinion that the daycare expansion would not harm the abutting properties.

Mr. Ewing made a motion, seconded by Ms. Burkholder, to close the public hearing. The motion carried unanimously. Mr. Ewing made a motion, seconded by Ms. Hadley, a motion to approve the Special Use Permit as presented, and a motion to find that the request is both reasonable and in the public interest because it has been found that the request:

- a. Will not materially endanger the public health or safety;
- b. Will not substantially injure the value of adjoining or abutting property;
- c. Will be in harmony with the area in which it is located; and
- d. Will be in conformity with the land development plan or other plans officially adopted by the City Council.

The motion carried unanimously.

Mayor Hooks stated that the next two public hearings are requested to be combined.

- b. Ordinance to Extend the Corporate Limits- Voluntary Non-contiguous Annexation- *Deborah Hawkins- Rock Quarry Road*
- c. *Establish R-20 Zoning on +/- 15.7 acres- West Ten Road and Rock Quarry Road outside of the Mebane Extraterritorial Jurisdiction (ETJ) in Orange County, by Steve Hubrich*

Mr. Brown stated that the Council must vote to combine the public hearings. Ms. Burkholder made a motion, seconded by Mr. Bradley, to combine the public hearings. The motion carried unanimously.

Mr. Brown explained that the property is not in the ETJ so to take action, it must be annexed. He further explained that the Council typically segregates its votes, but the Council would not consider Item c. without first taking action on Item b., the annexation request. He stated at last month's meeting, the Council accepted the Clerk's certificate of sufficiency. The property in question is a non-contiguous annexation of 15.7 acres. Staff recommends that the property be annexed. He stated that the applicant and possibly other speakers would provide further information.

Ms. Ownbey gave an overview of the zoning request, stating that Steve Hubrich is requesting to establish R-20 zoning on a property totaling +/- 15.7 acres, located on the corner of West Ten Road and Rock Quarry Road. The property is located outside of the Mebane Extraterritorial Jurisdiction (ETJ) in Orange County. The proposed R-20 zoning is the least dense residential zoning district in Mebane and is the most consistent zoning district with the property's current zoning by Orange County, which is Agricultural Residential. The applicant has the site under contract to purchase, contingent upon approval of the requests. As already presented, annexation into the City of Mebane has been submitted concurrently with the rezoning request. Reiterating that action on

the annexation request is required before Mebane zoning can be established. City utilities are available to serve the site. A request for a special use permit has also been submitted for the property. The current site is vacant and surrounded by a mix of single-family residential properties, vacant land, and forested areas. It is situated within an industrial growth strategy area, as outlined in the Mebane Comprehensive Land Development Plan. This area is part of the Buckhorn Economic Development District. The growth strategy encourages non-residential uses, suggesting that this site could serve as a transitional zone from residential areas along Rock Quarry Road to manufacturing zones on the opposite side. The location has been identified as suitable for transitioning from residential to manufacturing, aligning with the area's strategic development goals.

Jeffrey Roether from Morning Star Law represented Hubrich Contracting in presenting applications for a 15.7-acre parcel located at the intersection of West Ten Road and Rock Quarry Road. He stated that the primary purpose is to seek approval for the development of a K-8 charter school operated by Carolina Achieve. He stated that the site is currently zoned as agricultural land in Orange County, outside the city's extraterritorial jurisdiction. He highlighted three key requests: annexation of the property into the corporate limits, R-20 zoning designation to permit elementary and secondary school use, and special use permit approval. He emphasized that all statutory requirements for annexation had been met, with staff certifying the petition's completeness. He stated that annexation would enhance public health and safety, with utilities already accessible to the site. The site is adjacent to the recently annexed NACC property, aligning with the City's Comprehensive Plan which aims to encourage business growth over single-family development. Hubrich Contracting's request for R-20 zoning was supported by the planning board's unanimous vote, citing consistency with the Comprehensive Plan. He concluded by requesting the Council's consideration to approve the annexation petition and establish R20 zoning for the site.

Trip Cogburn, founding head of school at Carolina Achieve, shared insights into the school's mission and vision, emphasizing a commitment to providing young learners with a strong academic foundation in a supportive environment. The aim is to nurture students into innovative thinkers and future leaders. He highlighted the strength of the school's board of directors and partnerships, such as with Steve Hubrich's team, which is dedicated to enhancing children's lives through education. As a native North Carolinian, the head of school expressed a desire to positively impact Mebane and integrate Carolina Achieve into the community's fabric. The school is actively involved with the Mebane Business Association and local Chambers of Commerce, committed to supporting the area's long-term success by developing future leaders who will contribute to the community.

There was a brief discussion regarding the educational model proposed for the charter school.

Mr. Bal Krishna Sharma, Manager of NACC Investment Group, LLC, representative for the subdivision approved by the Council at last month's meeting and which also lies across the street from the property in question, spoke in support of the charter school.

Mr. White made a motion, seconded by Mr. Ewing, to close the combined public hearings. The motion carried unanimously.

Mr. Bradley made a motion, seconded by Mr. White, to adopt an Ordinance to Extend the Corporate Limits of the City of Mebane, North Carolina to include the +/- 15.7 acres. The motion carried unanimously.

Mr. White made a motion, seconded by Mr. Bradley, to approve the R-20 zoning as presented and a motion to find that the application is consistent with the objectives and goals in the City's 2017 Comprehensive Land Development Plan Mebane By Design. Specifically, the request is for property within the City's G-2 Industrial Growth Area. The motion carried unanimously.

A quasi-judicial board of adjustment public hearing request was held on a request from Steve Hubrich for approval of a Special Use Permit to develop a K-8 charter school on a +/- 15.7-acre property on the corner of West Ten Road and Rock Quarry Road.

Clerk Shaw swore in the following:

Jeffrey Roether, Morning Star Law, Attorney representing the applicant
Timothy Guadagno, Landscape Architect at Summit Design and Engineering Services
Lyle Overcash, Senior Project Manager and Traffic Engineer with Kimley-Horn
Nick Kirkland, Real Estate Appraiser, Kirkland Appraisal
Trip Cogburn, Founder and Head of School, Carolina Achieve
Steve Hubrich, Owner/Applicant, Hubrich Contracting
Ashley Ownbey, Mebane Development Director
Preston Mitchell, Interim City Manager
Franz Holt, City Engineer
John Wellons, Mebane Fire Chief
Mitch McKinney, Mebane Chief of Police
Cliff Ayscue, Chief Building Inspector
Chuck Smith, Public Works Director
Carl Bradley, resident, 4610 Mebane Rogers Road

Ms. Ownbey gave an overview of the Special Use Permit request. She stated that the Council would be acting as the Board of Adjustment as required by the Table of Permitted Uses within the Mebane UDO. The property is located at the corner of West Ten Road and Rock Quarry Road, approximately 15.7 acres. The property was previously annexed into city limits and zoned as R-20 Residential District, where an elementary or secondary school is permissible with a special use permit. Surrounding the site are single-family residential areas, vacant land, and forested areas. Notably, there are approved residential developments west of the site that are expected to increase the number of homes in the vicinity. The location, identified in the Comprehensive Land Development Plan as an industrial growth strategy area, encourages non-residential development. The proposal includes a site plan for a K-8 charter school to be developed in two phases. The initial phase involves the operation of a K-4 school in modular units with a single parking lot comprising approximately 70 spaces, accessible via a driveway on West Ten Road. An additional driveway on Rock Quarry Road will allow for necessary vehicle stacking. This initial development phase is anticipated to last approximately two years. A traffic impact analysis was conducted and reviewed by the North Carolina Department of Transportation, city staff, and a third-party reviewer. The analysis concluded no off-site transportation improvements were necessary. The applicant has voluntarily agreed to construct 5-foot sidewalks along the property frontage. Upon final buildout, the site will feature a 34,000-square-foot building housing the K-8 school, additional staff parking, and two driveways on Rock Quarry Road and West Ten Road for bus loops. Other site features include a soccer field, a future gym, and a stormwater management device, which is recommended to be constructed to accommodate a 100-year storm event with accompanying flood studies.

Staff clarified that at this time the school has submitted plans for a K-8 grades, should they desire to expand the grades, 9-12, they would have to go back through the full process for approval.

Mr. Roether, the attorney representing the applicant, overviewed the request. He first requested to incorporate the staff report and its attachments into the evidence for the hearing. This included the site plan, traffic management plan, and traffic impact analysis, as well as taking judicial notice of the city's Unified Development Ordinance (UDO) and other relevant plans. Resumes and an appraisal report by industry professionals, including Tim Guadagno from Summit, Lyle Overcash from Kimley-Horn, and Nick Kirkland from Kirkland Appraisals, were submitted. The project is

represented by Hubrich Contracting, which has a decade-long history of constructing charter schools across the state. Following the approval of the zoning application, the site is zoned R-20, allowing for elementary and secondary school use. The permit must be issued unless the proposed development does not meet UDO requirements, endangers public health or safety, injures property values, is not harmonious with the area, or does not conform with city council plans.

Tim Guadagno, Principal Landscape Architect with Summit Design and Engineering, presented the site plan for the proposed 15.7-acre school project designed to serve grades K-8 site plan, which adheres to all objective UDO requirements and special use permit criteria, was reviewed. The presentation highlighted both phases of the project. Phase 1 includes modular units, a parking lot with 72 spaces, exceeding the 23-space requirement, and two vehicular ingress and egress points, plus a bus loop. Phase 2 will replace modular units with a 34,000 sq. ft. school structure, add a second parking lot, and increase the total parking to 219 spaces. Other features include a 5-foot sidewalk for safe pedestrian travel, a soccer field, open space, and an existing tree buffer for visual appeal and environmental protection. Stormwater management plans comply with 100-year storm standards and state requirements, using swales and a detention pond. Lighting and signage will minimize the impact on adjacent properties. The design team collaborated with city staff to ensure compliance with city requirements. He concluded, based on his professional opinion, that the proposed plans align with city policies, maintain public health and safety, and are environmentally compliant.

Ms. Burkholder began a discussion regarding Alamance Community School. She stated that friends of hers had voiced concerns about the growth that school is experiencing, which has led to significant traffic congestion during pickup and drop-off times. It was noted that the City of Graham has intervened by requiring the school to stagger these times to alleviate the issue. She highlighted the potential for similar growth if the new school proposal is approved, prompting questions about whether any insights from Alamance Community School's situation could be applied to the new design to preemptively manage traffic concerns. Mr. Guadagno stated that they have overdesigned the plan to allow for growth and more vehicle stacking.

Mr. Bradley raised safety concerns with the future phase when transitioning from the modular units to the 34,000-square-foot main building. Mr. Guadagno as of right now the phasing has been designed so that the two parts do not fall on top of each other between the modular and the new building so there will be room for one to happen next to the other.

Mr. White questioned when the school would be open. Mr. Guadagno responded in Fall 2025 assuring the Council that the driveway, parking lot, and curb and gutter would all be completed by then. Stormwater detention requirements will also be adhered to per the state requirements.

Lyle Overcash, Traffic Engineer with Kimley-Horn Associates, highlighted the preparation of the Traffic Impact Analysis and coordination with the City and NCDOTDOT. He stated that a traffic study was conducted in August and September 2023, adhering to NCDOT and City of Mebane standards, with findings accepted by relevant authorities. The proposed school is designed to accommodate 900 students with staggered schedules to manage traffic flow effectively. Storage and queue solutions have been incorporated to prevent traffic congestion, particularly along Rock Quarry Road. The site includes four access points to manage inbound and outbound traffic efficiently, with provisions for both car and bus traffic. The school design aims to maintain safety and efficient traffic flow, incorporating bike parking and accessible dumpster facilities. The site plan adheres to City requirements, ensuring no adverse effects on adjacent properties. The overall conclusion was that the site plan aligns with all necessary land use plans and policies, and the design mitigates potential traffic congestion, maintaining public health and safety.

Nick Kirkland, State Certified Real Estate Appraiser with Kirkland Appraisals, presented an impact study concerning the proposed school development. Mr. Kirkland, recognized as an expert in property appraisal, discussed the harmony of the proposed school with its surroundings and its potential impact on adjoining property values. The study involved analyzing similar schools in the area and determining if they fit harmoniously with adjacent residential zones. His findings indicate that the proposed site is consistent with other developments and should integrate harmoniously into the community. Additionally, Mr. Kirkland used matched pair analysis to assess property values of homes near existing schools. His analysis showed that properties adjacent to schools sold

for prices similar to those not near schools, supporting the conclusion that the proposed school would not adversely affect neighboring property values. Conclusively, Mr. Kirkland's professional opinion was that the proposed development will be harmonious and have no negative impact on adjoining property values.

Steve Hubrich, the applicant and owner of Hubrich Contracting, stated that they are a full-service development and construction project contractor operating across North Carolina, South Carolina, Georgia, Florida, Tennessee, and Texas, specializing in Charter School Development and Construction within the Triangle area. He stated that they collaborated with staff to evaluate various sites, considering both pros and cons. The pre-planning phase involved consultations with civil and traffic engineers to optimize traffic management and obtain necessary encroachment permits from entities like NCDOT and others. He addressed the traffic concerns raised by the Council regarding the Alamance Community School, stating that the current expansion includes an additional thousand feet of stacking space and parking for approximately 60 more cars, which should mitigate traffic issues resulting from unexpected growth rates. The expansion is aligned with the original Traffic Impact Analysis (TIA) specifications. The gymnasium, currently under construction, is expected to be completed with additional stacking facilities in the next 60 days. Additionally, safety concerns regarding stormwater ponds at the proposed school site were addressed, stating that the plans include secure fencing and double gate systems to facilitate maintenance while ensuring safety. Mr. Hubrich also addressed concerns about ongoing construction while the school is in session. He explained that it was decided that the modular building would be placed on the far southeast side near the soccer field. That area will be fenced off to separate it from the construction site of the main school building. Additionally, the initial phase of the project will involve the establishment of a secondary parking lot designated as the construction employee parking and laydown area for materials. This setup aims to ensure safety and minimize disruption during school operations.

Ms. Hadley questioned if the modular units would remain after the main school building is built. Mr. Hubrich stated that the school would be built after the school reached a certain population. He said he could not commit to when the modulares would be moved, but they would be moved eventually.

There was considerable discussion regarding when the modular units would be moved, Ms. Ownbey stated that a note was provided on the site plan that says the modular units will be removed after the new facility is in operation, so there is a bit of conflict between that note and what Mr. Hubrich is now saying. Mr. Hubrich said the note on the plans still stands but could say exactly when that would be.

Mr. Roether stated that all evidence has been provided and requested that the Council approve the request for the Special Use Permit for the K-8 Charter School as proposed. He stated that the proposed project was discussed in detail, with findings indicating that it will not endanger public health or safety, will not injure the value of adjoining properties, and will be in harmony with the surrounding area, conforming to the land use plan and other city council-adopted plans. He gave a brief overview of each professional testimony. A question was raised regarding the inconsistency between the project timeline and testimony about the school's construction. Mr. Roether's clarification indicated no inconsistency; Mr. Hubrich could not commit to trailer removal following the main structure's occupation. However, a site plan note requires modular removal in phase two. Plans for a high school are under consideration but not yet definitive. The approved K-8 charter would require further approval for high school plans, whether on the current site, an adjacent site, or elsewhere. Mr. Hubrich forecasted the possible use of trailers for housing high school students, pending further approval.

Mr. Mitchell stated that it was his understanding, based on the standing site plan note, that the modular units would be removed once the main school building is occupied with the understanding that the applicant does have the ability to come back to ask for modifications.

No one from the public spoke concerning the matter.

Mr. White made a motion, seconded by Mr. Bradley to close the public hearing. The motion carried unanimously.

Ms. Burkholder shared that it is unique for the Council to consider matters regarding schools, but this is a charter school request, not a public-school request which is handled by the county government.

Mr. White made a motion, seconded by Mr. Ewing, to approve the Special Use Permit as presented, and a motion to find that the request is both reasonable and in the public interest because it has been found that the request:

- a. Will not materially endanger the public health or safety;
- b. Will not substantially injure the value of adjoining or abutting property;
- c. Will be in harmony with the area in which it is located; and
- d. Will be in conformity with the land development plan or other plans officially adopted by the City Council.

The motion carried unanimously.

Mayor Hooks called for a break at 7:37 pm. He called the meeting back to order at 7:44 pm.

Ms. Schwartz presented a request for approval of the final financing resolution for the Water Resource Recovery Facility (WRRF) Expansion Project. The resolution focuses on securing revenue bonds, which will be backed by the utility system's revenue. The total estimated cost of the project is \$93 million. Funding sources include \$67.3 million from bond proceeds, along with contributions from the American Rescue Plan Grant, a state-directed Grant, system development fees, and Utility Fund cash. The availability of the Utility Fund cash results from previous revenue replacement funds under the American Rescue Plan. The resolution includes the bond order and series resolution, aiming to authorize the financing process. It grants staff the authority to proceed with the financing, with minor amendments possible as needed. Pending approval, the bond sale is scheduled for October 9, 2024, with an expected closure date of October 30, 2024.

Mr. Holt introduced Andy Lovingood, Project Engineer and Company President of McGill and Associates who presented a request for approval of a tentative contract award for the WRRF Expansion/Upgrade Project. Mr. Lovingood reviewed the improvements and updates to the existing wastewater plant project. The expansion of the plant will go from 2.5 to 4 million gallons a day and potentially up to 6 million gallons in the future. Key project highlights included reusing existing infrastructure such as aeration tanks and incorporating modern technology like a five-stage oxidation ditch and a denitrification filter system to meet Jordan Lake rules. The Council was informed about the bidding process, where four qualified bids were received. Crowder Construction, known for its capability and experience with similar projects, submitted the lowest bid at \$82,500,000 due to its in-house electrical contracting services, representing a significant cost factor. A deduction proposal for building coverings for some pump stations (Alternate no. 1 deduct-\$560,000), which would not compromise the project's integrity. He concluded his presentation with a recommendation from the project team to accept Crowder Construction's bid amounting to \$81,940,000.

Ms. Schwartz spoke regarding the related Capital Project Amendment 6 and the FY24-25 Budget Ordinance Amendment. She explained that an amended capital project ordinance (no.6) and a budget ordinance amendment are needed and will appropriate funding through various sources of revenue in the amount of \$93,467,804 which covers all Professional Services and Financing Costs, Design and Engineering, Land Purchase, Construction Administration, Construction, and Construction Contingency.

Mr. Holt highlighted the anticipated project schedule:

- Tentative Contract Award: October 7th, 2024
- LGC Approval and Selling of Revenue Bonds: October 2024
- Construction Start: January 2025
- Construction Completion: January 2028

Mr. Holt concluded with staff recommendations for the Council to approve the tentative contract award to Crowder Construction Company, Inc in the amount of \$81,940,000 pending approvals from the Local Government Commission and the Division of Water Infrastructure and the selling

of revenue bonds, along with the Council's adoption of Capital Project Ordinance amendment no. 6 in the amount of \$93,467,804 and adoption of the FY24-25 Budget Ordinance Amendment.

Mr. Ewing made a motion, seconded by Ms. Burkholder, to adopt the Bond Order and Series Resolution in support of the WRRF project financing as presented. The motion carried unanimously.

Mr. Bradley, made a motion, seconded by Ms. Hadley, to adopt the Resolution of Tentative Award in the amount of \$81,940,000 to Crowder Construction Company contingent upon the approval of financing by the Local Government Commission, the selling of revenue bonds and the approval of bidding documentation by NCDEQ, Division of Water Infrastructure, adopting Capital Project Budget Ordinance Amendment no. 6 in the amount of \$93,467,804, and adoption of the FY24-25 Budget Ordinance Amendment. The motion carried unanimously.

**Bond Order and Series Resolution authorizing the issuance of up to
\$67,300,000 in water and sewer revenue bonds for the WRRF
expansion and improvements project**

Introduction -

The City has committed to a plan to improve and expand capacity at the City's water resource recovery facility. By a resolution adopted on September 9, 2024, the City made a preliminary determination to issue revenue bonds to finance some of the project costs. Revenue bonds are not secured by the City's taxing power or any physical collateral, but instead by a pledge of the net operating revenues of the City's water and sewer system. The City has issued revenue bonds before to fund water and sewer projects.

The City has applied to the North Carolina Local Government Commission for its approval of the revenue bonds, and the Commission has approved the City's application. The Council now desires to adopt a bond order to authorize formally the issuance of City revenue bonds for the projects, and to approve by resolution substantially final financing documents and other details of the financing.

BE IT ORDERED by the City Council of the City of Mebane, North Carolina, as follows:

1. There are hereby ordered to be issued, pursuant to the North Carolina Local Government Revenue Bond Act, City revenue bonds (the "2024 Bonds") in an amount not to exceed \$67,300,000 to pay capital costs of water and sewer system improvements, and in particular the City's costs of the WRRF expansion and improvements project, together with related financing and other necessary or incidental costs.
2. The 2024 Bonds will be special obligations of the City, secured by a pledge of the net receipts of the City's water and sewer system. The principal of, and interest and any premium on, the 2024 Bonds shall be payable solely from the sources pledged to the payment. Neither the faith and credit nor the taxing power of the City or any other governmental entity shall be pledged for the payment of the principal of, or interest or any premium on, the 2024 Bonds, and no owner of the 2024 Bonds shall have the right to compel the exercise of the taxing power of any governmental entity in connection with any default on the 2024 Bonds.
3. The City will issue the 2024 Bonds as "Additional Bonds" as provided in the City's existing Master Trust Agreement (the "Master Agreement") for revenue bonds dated September 1, 2021. The Master Agreement sets the overall legal framework for all City revenue bonds, including prior revenue bonds, the 2024 Bonds and any future revenue bonds.

BE IT RESOLVED by the Council as follows:

- A. **Sale of the 2024 Bonds** – The City will sell the 2024 Bonds to PNC Capital Markets LLC, as senior manager, and Wells Fargo Securities, as co-manager, (together, the "Underwriters"), pursuant to a Bond Purchase Agreement substantially in the form of the

draft submitted to this meeting dated September 30, 2024.

B. Approval of Supplemental Agreement -- The City will issue the 2024 Bonds pursuant to a Third Supplemental Trust Agreement (the "Supplemental Agreement") in substantially the form of the draft dated September 30, 2024 presented to this meeting. The Supplemental Agreement sets the terms specifically applicable to the 2024 Bonds, including the interest rate and the payment and prepayment provisions. Those terms will be finally established upon the sale of the 2024 Bonds to the Underwriters, which is currently scheduled for October 9, 2024.

C. Direction To Execute Agreements – The Council authorizes the City Manager and the Finance Director, or either of them, to execute and deliver the Bond Purchase Agreement and the Supplemental Agreement (the "Agreements") in their respective final forms. The Agreements in their final forms must be in substantially the forms presented, with such changes as the City Manager or the Finance Director may approve. The execution and delivery by an authorized City officer will be conclusive evidence of that officer's approval of any changes to any Agreement. The Council hereby approves the sale of the 2024 Bonds to the Underwriters subject to the limitations set forth in the following paragraph

The Agreements in final form, however, must be consistent with the financing plan described in this resolution and must provide (a) for the principal amount of the 2024 Bonds not to exceed \$67,300,000 (b) for the financing term not to extend beyond August 1, 2049, and (c) for the true interest cost to the City not to exceed 5.00%.

D. Officers To Complete Closing – The Council authorizes the City Manager, the Finance Director and all other City officers and employees to take all proper steps to complete the financing in cooperation with the Underwriters and in accordance with this resolution.

The Council authorizes the City Manager to hold executed copies of all financing documents authorized or permitted by this resolution in escrow on the City's behalf until the conditions for their delivery have been completed to that officer's satisfaction, and then to release the executed copies of the documents for delivery to the appropriate persons or organizations.

Without limiting the generality of the foregoing, the Council specifically authorizes the City Manager to (a) to approve and enter into additional agreements to carry out the financing contemplated by this resolution, including agreements for the custody of Bond proceeds and agreements for appropriate professional services, and (b) to approve changes to any documents previously signed by City officers or employees, provided that the changes do not conflict with this resolution or substantially alter the intent from that expressed in the form originally signed. The City Manager's authorization of the release of any document for delivery will constitute conclusive evidence of that officer's approval of any changes.

In addition, the Council authorizes the City Manager and the Finance Director to take all appropriate steps for the efficient and convenient carrying out of the City's on-going responsibilities with respect to the financing. This authorization includes, without limitation, contracting with third parties for reports and calculations that may be required under this resolution or otherwise with respect to the Master Agreement, the Supplemental Agreement or the 2024 Bonds.

E. Resolutions as to Tax Matters -- The City will not take or omit to take any action the taking or omission of which will cause the 2024 Bonds to be "arbitrage bonds," within the meaning of Section 148 of the "Code" (as defined below), or "private activity bonds" within the meaning of Code Section 141, or otherwise cause interest on the 2024 Bonds to be includable in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the City will comply with any Code provision that may require the City at any time to pay to the United States any part of the earnings derived from the investment of the financing proceeds. In this resolution,

“Code” means the United States Internal Revenue Code of 1986, as amended, and includes applicable Treasury regulations.

F. Additional Provisions -- The Council authorizes all City officers and employees to take all further action as they may consider necessary or desirable in furtherance of the purposes of this resolution. The Council ratifies all prior actions of City officers and employees to this end. Upon the absence, unavailability or refusal to act of the City Manager, the Mayor or the Finance Director, any other of those officers may assume any responsibility or carry out any function assigned in this resolution. In addition, the Mayor Pro Tem or any Deputy or Assistant City Clerk may in any event assume any responsibility or carry out any function assigned in this resolution to the Mayor or the Clerk, respectively. All other Council proceedings, or parts thereof, in conflict with this resolution are repealed, to the extent of the conflict. This resolution takes effect immediately.

RESOLUTION OF TENTATIVE AWARD

WHEREAS, the City of Mebane, North Carolina has received bids, pursuant to duly advertised notice therefore, for construction of the Wastewater Resource Facility Expansion, and

WHEREAS, the City’s Consulting Engineer, McGill Associates, has reviewed the bids; and

WHEREAS, of four (4) bids received, Crowder Construction Company of Apex, North Carolina, was the lowest bidder, in the total bid amount (accepting Alternate no. 1 deduct) of \$81,940,000 and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEBANE:

That TENTATIVE AWARD is made to Crowder Construction Company in the Total Bid Amount of \$81,940,000.

That such TENTATIVE AWARD be contingent upon the approval of financing by the local Government Commission, the selling of revenue bonds and the approval of bidding documentation by the North Carolina Department of Environmental Quality, Division of Water Infrastructure.

The City of Mebane does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Preston Mitchell, Interim City Manager, and successors so titled, is hereby authorized to execute and approve all contract documents and change orders for this project on behalf of the City of Mebane.

Adopted this the 7th of October 2024 at Mebane City Hall, 106 E Washington Street, Mebane, North Carolina.

Ed Hooks, Mayor

ATTEST:

Stephanie W. Shaw, City Clerk

**Capital Project Ordinance for the City of Mebane
Water Resource Recovery Facility Expansion
Amendment 6**

BE IT ORDAINED by the Governing Board of the City of Mebane, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance amendment 4 is hereby adopted:

Section 1: The project authorized is the design and construction of the Water Resource Recovery Facility Expansion to be financed by the Utility Fund, Utility Capital Reserve Fund, Grant Funds, and Revenue Bonds.

Section 2: The officers of this City are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3: The following amounts are hereby appropriated for the project:

	Project Budget
Professional Services and Financing Costs	\$ 760,804
Design & Engineering	3,513,200
Land Purchase	286,800
Construction Administration	2,700,000
Construction	82,110,000
Construction Contingency	4,097,000
Total	\$ 93,467,804

Section 4: The following revenues are anticipated to be available to complete the project:

	Project Budget
NC Department of Environmental Quality American Rescue Plan funding	11,925,000
State Directed Grant	2,055,000
Transfer from Utility Fund	5,215,522
Transfer from Utility Capital Reserve Fund	7,012,136
Bond Proceeds	67,260,146
Total	\$ 93,467,804

Section 5: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records within the Capital Project Fund to satisfy the requirements of the General Statutes of North Carolina.

Section 6: Funds may be advanced from the Water and Sewer Fund for the purpose of making payments as due.

Section 7: The Finance Officer is hereby directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

Section 8: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 9: Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board and to the Budget Officer and Finance Officer for direction in carrying out this project.

This is the 7th day of October 2024.

BE IT ORDAINED by the Council of the City of Mebane that the Budget Ordinance for the Fiscal Year beginning July 1 2024 as duly adopted on June 3, 2024, is hereby amended as follows:

ARTICLE I

APPROPRIATIONS	Current Budget	Change	Revised Budget
Utility Fund - Non-Departmental	\$ 3,357,027	\$ 1,635,333	\$ 4,992,360
Utility Capital Reserve Fund - Transfer to Capital Projects	\$ 5,500,000	\$ 1,512,136	\$ 7,012,136

ARTICLE II

REVENUES	Current Budget	Change	Revised Budget
Utility Fund - Appropriated Fund Balance	\$ 2,776,740	\$ 1,635,333	\$ 4,412,073
Utility Capital Reserve Fund - Appropriated Fund Balance	\$ 5,500,000	\$ 1,512,136	\$ 7,012,136

This the 7th day of October, 2024.

Mr. Smith presented a request for the adoption of the 2023 Appropriations Act Directed Projects Grant Acceptance Resolution for Sewer Rehab and WRRF Expansion Appropriated Funding for \$2,955,000. Mr. Smith explained that the City submitted an Appropriated Funding application from the Drinking Water/Wastewater State Reserve (co-funded with funds from the American Rescue Plan Act) to aid in funding our Sewer Rehabilitation and WRRF Expansion Projects. The City was selected to receive \$2,955,000 of funding. To receive the funding, a resolution accepting the appropriations but be adopted by the Council. The City will receive a total of \$2,955,000 of funding from the 2023 Appropriations Act Directed Projects Grant. Of this \$2,995,000, \$900,000 will be used as matching funds for the Sewer Rehab BRIC Grant Project and \$2,055,000 will be used to aid in funding the WRRF Expansion Project.

Ms. Burkholder made a motion, seconded by Mr. Bradley, to adopt the 2023 Appropriations Act Directed Projects Grant Acceptance Resolution for Sewer Rehab and WRRF Expansion Appropriated Funding for \$2,955,000. The motion carried unanimously.

2023 APPROPRIATIONS ACT DIRECTED PROJECTS GRANT ACCEPTANCE RESOLUTION

WHEREAS, the City of Mebane has received a Directed Projects Grant from the 2023 Appropriations Act, Session Law 2023-134, administered through the Drinking Water Reserve and Wastewater Reserve to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered 2023 Appropriations Act funding in the amount of \$2,955,000 to perform work detailed in the submitted application, and

WHEREAS, the City of Mebane intends to perform the said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEBANE:

The City of Mebane does hereby accept the 2023 Appropriations Act Directed Projects Grant offer of \$2,955,000.

The City of Mebane does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Preston Mitchell, Interim City Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 7th of October 2024 at Mebane City Hall, 106 E Washington Street, Mebane, North Carolina.

Ed Hooks, Mayor

ATTEST:

Stephanie W. Shaw, City Clerk

Ms. Ownbey presented a request for an appointment to the Public Transit Advisory Commission - Link Transit. She stated that on September 9, 2024, the Council approved an interlocal agreement with the City of Burlington to provide a fixed route and complimentary paratransit public transportation services to Mebane through Link Transit. Now, the City must appoint one voting member and one alternate to Link Transit's Public Transit Advisory Commission. Appointments are required by December 31, 2024. The representative may be an elected official or someone from

the community. If an elected official does not wish to serve on the Commission, City staff recommend advertising the positions and appointing the voting member and alternate at the City Council's December meeting.

Mr. Ewing stated that he would love to act as the City's appointment as the voting member. Ms. Hadley made a motion, seconded by Ms. Burkholder, to appoint Mr. Ewing to serve as Mebane's voting member. Ms. Burkholder made a motion, seconded by Mr. Bradley, to appoint Ms. Hadley to serve as Mebane's alternate member. The motion carried unanimously.

Mr. Brown presented a request for an appointment to the local Alamance Municipal ABC Board. Mr. Brown stated that staff received two (2) applications, Chip Foushee and Tory Williams. He stated that staff recommends the appointment of Mr. Foushee as he currently serves as the Chair of the Alamance Municipal ABC Board.

Mr. White made a motion, seconded by Mr. Bradley, to appoint Chip Foushee as Mebane's representative on the Alamance Municipal ABC Board. Mr. White thanked Mr. Williams for applying and shared that he wished to see Mr. Williams serve in some capacity along these lines in the future and he commended Mr. Foushee for his stellar service on the ABC Board. The motion carried unanimously.

As a presentation item only, Mr. Mitchell shared a draft 2025 Council Meeting Calendar for the Council's review and approval at next month's meeting.

At 8:10 p.m., Mr. Ewing made a motion to go into Closed Session for the reason of discussing pending litigation pursuant to N.C.G.S. 143-318.11 (a)(3). Mr. Brown stated that the litigation is the recent appeal to the Superior Court of the decision on the McDonald's adjacent to the Food Lion shopping center on the north side of town. Ms. Burkholder seconded the motion. The motion carried unanimously. The Council left the Council Chambers.

After some time, the Council reentered the Council Chambers and Mayor Hooks called for a motion to go back into Open Session. Ms. Burkholder made a motion, seconded by Ms. Hadley, to go back into Open Session. The motion carried unanimously.

Mr. Ewing made a motion, seconded by Mr. White, that the City agrees to resolve the Outparcels, LLC's appeal of the denial of the McDonald's drive-thru restaurant by the City's issuance of the permits for the same by consent order of the court, on the basis of the applicant's waiving any right to cost and attorney's fees. The motion carried unanimously.

The meeting was adjourned at 8:21 p.m.

Ed Hooks, Mayor

ATTEST:

Stephanie W. Shaw, City Clerk



AGENDA ITEM #5B

SUB 24-10

Final Subdivision Plat
Buckhorn Business Centre,
Phase 3

Presenter

Ashley Ownbey, Development Director

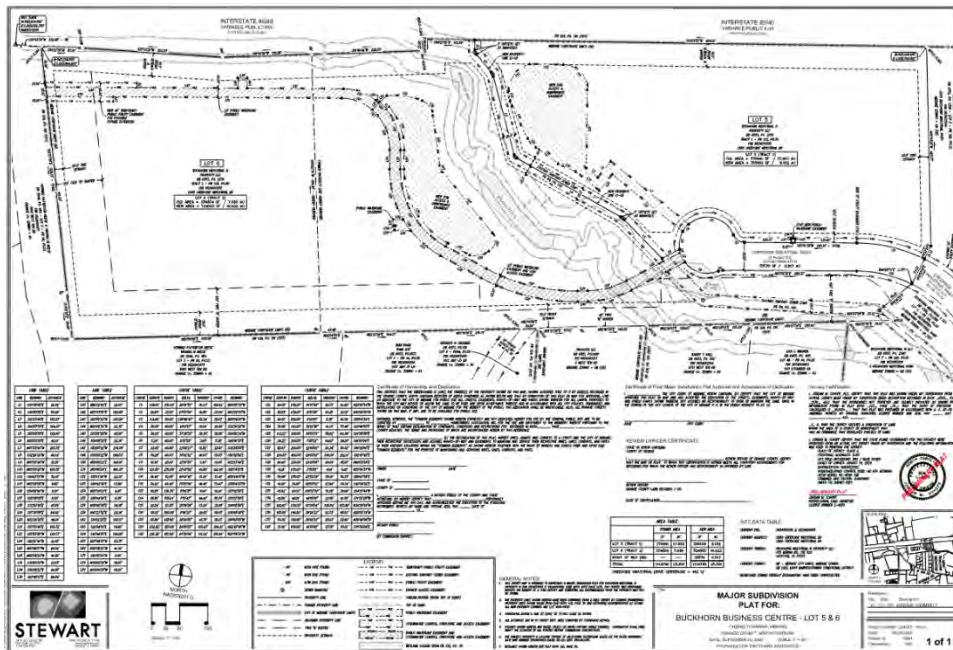
Applicant

Buckhorn Industrial III Property, LLC
675 Bering Drive, Ste 825
Houston, TX 77057

Public Hearing

Yes ☐ No ☒

Final Plat



Property

Buckhorn Business
Centre, Orange County
GPINs 9834071008,
9824961908

Proposed Zoning

N/A

Current Zoning

LM (CD)

Size

+/-25.59 acres

Surrounding Zoning

LM (CD), Orange
County Zoning

Surrounding Land

Uses

Industrial, Residential

Utilities

Extended at
developer's expense.

Floodplain

No

Watershed

No

City Limits

Yes

Summary

Buckhorn Industrial III Property, LLC, is requesting approval of the Final Plat for Phase 3 of Buckhorn Business Centre (approved for annexation and conditional rezoning by City Council on 11/01/2021). The final plat will include a total area of +/- 25.59 acres featuring two buildable lots. The Technical Review Committee (TRC) has reviewed the final plat and the applicant has revised the plat to reflect comments.

Like the first two phases of the development, the applicant is requesting an early recording of the plat, prior to roadway and utility improvements. Therefore, the developer/owner is seeking the ability to **bond all approved improvements** as allowed by the UDO with City Council approval of a waiver of the required minimum improvements. Typically, staff has allowed for the last layer of asphalt, sidewalk, landscaping, and water quality devices to be secured as well as bonded off-site roadway improvements with NCDOT.

Reasons to consider are as follows:

- The guarantee of emergency access by the developer meeting the Fire Department's requirements.
- The developer is installing the public improvements as well as the individual site improvements simultaneously.
- The developer is not selling the lots but retaining and building on them.
- Public water and sewer are currently on-site not requiring off-site extension.
- No off-site roadway improvements are required.

Staff recommends Council approve the developer's requested waiver of installation of certain improvements with security being provided for all public improvements, private landscape buffers, and stormwater management prior to the final plat being recorded. Public Improvements must be installed prior to Certificates of Occupancy being issued for the building except for sidewalk and last layer of asphalt. These improvements along with landscaping and water quality pond conversion may remain bonded for two years after executing the City's Subdivision Improvement Agreement and may be extended further with staff recommendation.

Financial Impact

The developer has extended utilities at his own expense.

Recommendation

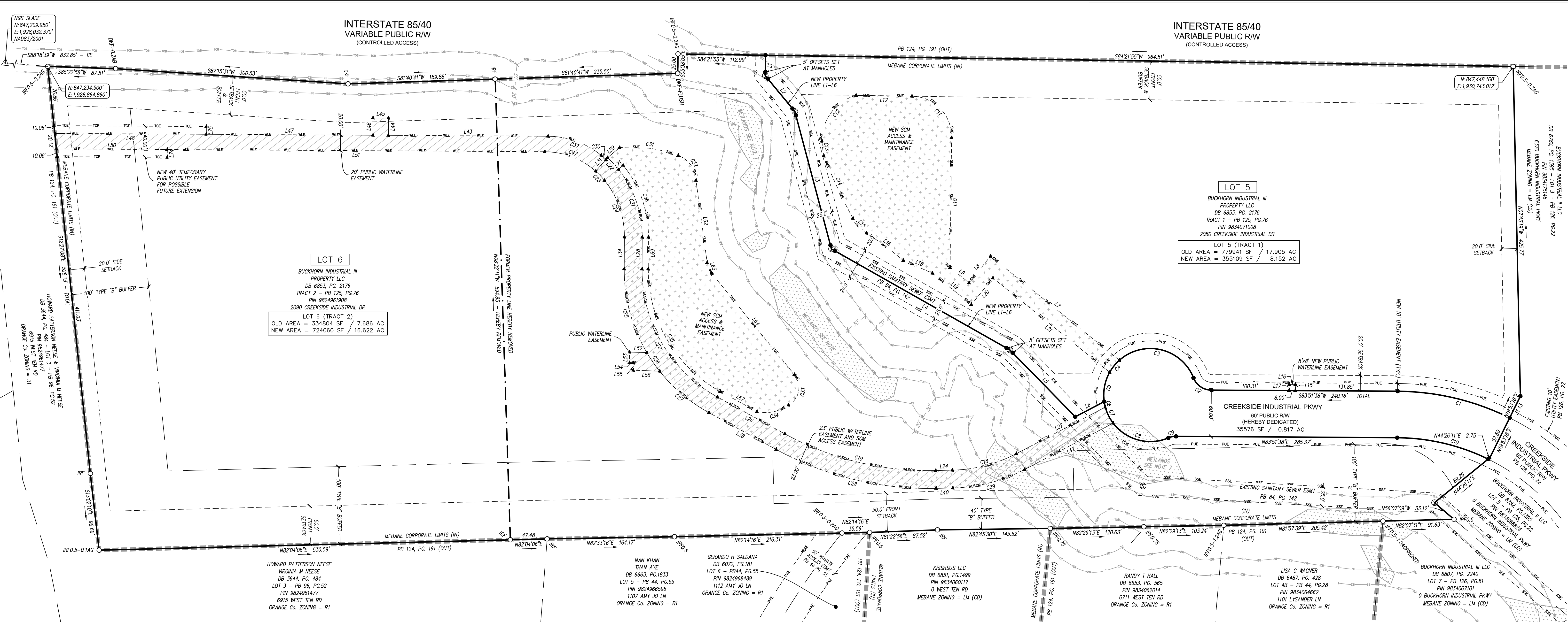
Staff recommends approval of the final plat.

Suggested Motion

Motion to approve the final plat as presented.

Attachments

1. Final Plat



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S05°38'05"E	26.36'
L2	S46°00'55"E	59.99'
L3	S21°23'44"E	183.57'
L4	S66°57'59"E	264.47'
L5	S50°50'55"E	120.60'
L6	S55°53'50"E	42.11'
L7	N57°33'40"W	213.72'
L8	S32°26'20"W	44.14'
L9	N57°33'40"W	31.36'
L10	N05°50'25"W	168.55'
L12	S84°21'55"W	72.10'
L15	N05°38'05"W	8.00'
L16	S84°06'46"W	8.00'
L17	S05°38'05"E	8.00'
L18	S72°53'16"E	40.84'
L19	S57°36'58"E	64.56'
L20	N32°26'20"E	44.14'
L21	S57°33'40"W	193.72'
L22	S55°53'50"W	129.57'
L24	S82°12'46"W	21.65'
L26	N67°48'17"W	99.04'
L28	N06°08'22"W	41.09'
L31	S35°50'51"W	23.18'
L34	S06°08'22"E	41.09'
L38	S67°48'17"E	99.04'

LINE TABLE		
LINE	BEARING	DISTANCE
L40	N82°12'46"E	21.65'
L42	N55°53'50"E	128.98'
L43	S83°50'22"W	205.86'
L44	N06°08'32"W	22.35'
L45	S83°51'28"W	20.00'
L46	S06°08'32"E	22.36'
L47	S83°50'22"W	214.79'
L48	S83°50'22"W	195.53'
L50	N83°50'21"E	143.11'
L51	N83°50'21"E	486.83'
L52	S85°11'46"W	22.39'
L53	S06°42'36"E	13.89'
L54	N85°39'29"E	4.95'
L55	S05°44'56"E	9.35'
L56	N85°40'05"E	34.08'
L59	N43°27'52"E	20.24'
L62	S14°12'20"E	107.17'
L63	S28°04'19"E	14.86'
L64	S45°44'05"E	168.99'
L67	N67°48'17"W	53.75'
L69	N06°08'22"W	41.09'
L71	S41°55'54"W	8.01'
L74	N06°09'39"W	10.00'
L75	N06°09'38"W	10.00'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING
C1	149.90'	330.00'	26°01'35"	76.27'	148.62'	N83°07'35"W
C2	29.65'	25.00'	67°57'04"	16.85'	27.94'	N62°09'50"W
C3	114.96'	60.00'	109°46'43"	85.34'	98.17'	N83°04'40"W
C4	20.09'	60.00'	19°11'17"	10.14'	20.00'	S32°26'20"W
C5	39.25'	60.00'	37°28'35"	20.35'	38.55'	S04°06'24"W
C6	7.29'	60.00'	6°57'28"	3.65'	7.28'	S18°06'37"E
C7	23.15'	60.00'	22°06'27"	11.72'	23.01'	S32°38'35"E
C8	79.28'	60.00'	75°42'12"	46.63'	73.63'	S81°32'54"E
C9	10.15'	25.00'	23°15'37"	5.15'	10.08'	N72°13'49"E
C10	121.50'	270.00'	25°47'02"	61.80'	120.48'	S83°14'51"E
C11	81.49'	52.00'	89°47'40"	51.81'	73.41'	N50°44'15"W
C12	79.22'	60.45'	75°05'04"	46.46'	73.67'	S30°04'33"W
C13	19.28'	136.76'	8°04'37"	9.66'	19.26'	S13°52'50"E
C14	88.81'	700.61'	7°15'47"	44.47'	88.75'	S31°27'59"E
C15	26.24'	53.50'	28°06'06"	13.39'	25.98'	S49°08'55"E
C16	59.18'	500.59'	6°46'25"	29.62'	59.15'	S59°48'45"E
C18	85.89'	187.00'	26°18'55"	43.71'	85.13'	S69°03'18"W
C19	202.52'	387.00'	29°58'57"	103.63'	200.21'	N82°47'45"W
C20	201.26'	187.00'	61°39'54"	111.62'	191.69'	N36°58'19"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING
C21	94.65'	138.00'	39°17'43"	49.27'	92.80'	N25°47'14"W
C22	20.53'	138.00'	8°31'28"	10.28'	20.51'	N49°41'50"W
C23	16.56'	100.00'	9°29'10"	8.30'	16.54'	S50°14'34"E
C24	79.00'	115.00'	39°21'36"	41.13'	77.46'	S25°49'10"E
C25	113.22'	210.00'	30°53'31"	58.02'	111.86'	S21°35'08"E
C26	29.22'	210.00'	7°58'22"	14.63'	29.20'	S41°01'04"E
C27	83.57'	210.00'	22°48'02"	42.34'	83.02'	S56°24'16"E
C28	214.55'	410.00'	29°58'57"	109.79'	212.11'	S82°47'45"E
C29	96.45'	210.00'	26°18'55"	49.09'	95.61'	N69°03'18"E
C30	8.28'	135.00'	3°30'51"	4.14'	8.28'	N55°41'37"W
C31	76.98'	170.50'	25°52'08"	39.16'	76.33'	S88°47'39"E
C32	41.81'	34.80'	68°50'02"	23.84'	39.34'	S42°04'32"E
C33	45.62'	26.00'	100°31'39"	31.28'	39.99'	S04°31'44"W
C34	42.86'	49.81'	49°18'10"	22.86'	41.55'	S71°53'28"W
C35	192.65'	179.00'	61°39'54"	106.84'	183.49'	N36°58'19"W
C36	100.50'	146.00'	39°26'23"	52.33'	98.53'	N25°51'34"W
C37	74.30'	110.00'	38°42'07"	38.63'	72.90'	N76°48'06"W
C47	71.85'	100.00'	41°10'01"	37.55'	70.31'	S75°34'09"E

Certificate of Ownership and Dedication
THIS CERTIFIES THAT THE UNDERSIGNED IS (ARE) THE OWNER(S) OF THE PROPERTY SHOWN ON THIS MAP, HAVING ACQUIRED TITLE TO IT BY DEED(S) RECORDED IN THE ORANGE COUNTY, NORTH CAROLINA REGISTER OF DEEDS OTHERWISE AS SHOWN BELOW AND THAT BY SUBMISSION OF THIS PLAT OR MAP FOR APPROVAL, I/WE DO DEDICATE TO THE CITY OF MEABNE FOR PUBLIC USE ALL STREETS, EASEMENTS, RIGHTS-OF-WAY AND PARKS SHOWN THEREON FOR ALL LAWFUL PURPOSES TO WHICH THE CITY MAY DEVOTE OR ALLOW THE SAME TO BE USED AND UPON ACCEPTANCE THEREOF AND IN ACCORDANCE WITH ALL CITY POLICIES, ORDINANCES AND REGULATIONS OR CONDITIONS OF THE CITY OF MEABNE FOR THE BENEFIT OF THE PUBLIC, THIS DEDICATION SHALL BE IRREVOCABLE. ALSO, ALL PRIVATE STREETS SHOWN ON THIS MAP, IF ANY, ARE TO BE AVAILABLE FOR PUBLIC USE.

PROVIDED, HOWEVER, THE "COMMON ELEMENTS" SHOWN HEREON EXPRESSLY ARE NOT DEDICATED HEREBY FOR USE BY THE GENERAL PUBLIC, BUT ARE TO BE CONVEYED BY _____ TO _____ HOMEOWNERS ASSOCIATION, INC. FOR THE USE AND ENJOYMENT OF THE MEMBERS THEREOF PURSUANT TO THE TERMS OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR _____ RECORDED IN BOOK _____ PAGE _____ OF THE COUNTY REGISTRY, THE TERMS AND PROVISIONS OF WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE.

BY THE RECORDATION OF THIS PLAT, HEREBY GIVES, GRANTS AND CONVEYS TO A UTILITY AND THE CITY OF MEABNE, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, RIGHTS-OF-WAY AND EASEMENTS TO MAINTAIN AND SERVICE THEIR RESPECTIVE WIRES, LINES, CONDUITS, AND PIPES IN THEIR PRESENT LOCATIONS WITHIN THE "COMMON ELEMENTS" AS SHOWN HEREON TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND UPON SAID "COMMON ELEMENTS" FOR THE PURPOSE OF MAINTAINING AND SERVING WIRES, LINES, CONDUITS, AND PIPES.

OWNER _____ DATE _____
STATE OF _____
COUNTY OF _____

I, _____ A NOTARY PUBLIC OF THE COUNTY AND STATE OF _____ DO HEREBY CERTIFY THAT _____ PERSONALLY APPEARED BEFORE ME THIS DAY, AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DATE OF _____, 20____.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

Certificate of Final Major Subdivision Plat Approval and Acceptance of Dedication
I, _____ THE CITY CLERK OF MEABNE, NORTH CAROLINA, DO CERTIFY THAT THE CITY OF MEABNE APPROVED THIS PLAT OR MAP AND ACCEPTED THE DEDICATION OF THE STREETS, EASEMENTS, RIGHTS-OF-WAY AND PUBLIC PARKS SHOWN THEREON, BUT ASSUMES NO RESPONSIBILITY TO OPEN OR MAINTAIN THE SAME, UNTIL IN THE OPINION OF THE CITY COUNCIL OF THE CITY OF MEABNE IT IS IN THE PUBLIC INTEREST TO DO SO.

DATE _____ CITY CLERK _____

REVIEW OFFICER CERTIFICATE

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

I, _____ REVIEW OFFICER OF ORANGE COUNTY, CERTIFY THAT THE MAP OR PLAT, TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING FOR WHICH THE REVIEW OFFICER HAS RESPONSIBILITY AS PROVIDED BY LAW.

REVIEW OFFICER _____
ORANGE COUNTY LAND RECORDS / GIS

DATE OF CERTIFICATION: _____

AREA TABLE				
	FORMER AREA		NEW AREA	
	SF	AC	SF	AC
LOT 5 (TRACT 1)	779941	17.905	355109	8.152
LOT 6 (TRACT 2)	334804	7.686	724060	16.622
RIGHT OF WAY DED.	--	--	35576	0.817
TOTAL	1114745	25.591	1114745	25.591

CREEKSIDE INDUSTRIAL DRIVE CENTERLINE = 462 LF

SITE DATA TABLE

CURRENT PIN: 9834071008 & 9824961908
CURRENT ADDRESS: 2080 CREEKSIDE INDUSTRIAL DR
2090 CREEKSIDE INDUSTRIAL DR
CURRENT OWNERS: BUCKHORN INDUSTRIAL III PROPERTY LLC
675 BERING DR, STE 825
HOUSTON, TX 77067
CURRENT ZONING: ME - MEABNE CITY LIMITS, MEABNE ZONING
LM (CD), LIGHT MANUFACTURING CONDITIONAL DISTRICT
WATERSHED ZONING OVERLAY DESIGNATION: HAW CREEK UNPROTECTED

PRELIMINARY PLAT

JORDAN M. SCHOFF
PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-4939

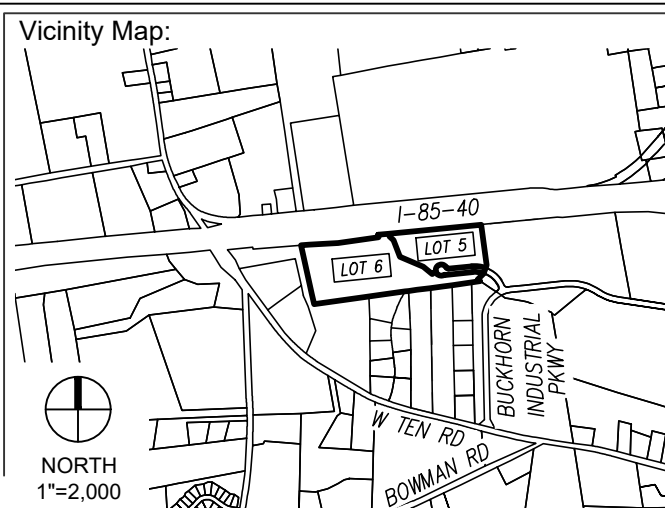
Survey Certification

I, JORDAN M. SCHOFF, PLS. CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK _____, PAGE _____, etc.); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN PLAT BOOK _____, PAGE _____; THAT THE RATIO OF PRECISION AS CALCULATED IS _____; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS _____ DAY OF _____, A.D., _____.

J. A. THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

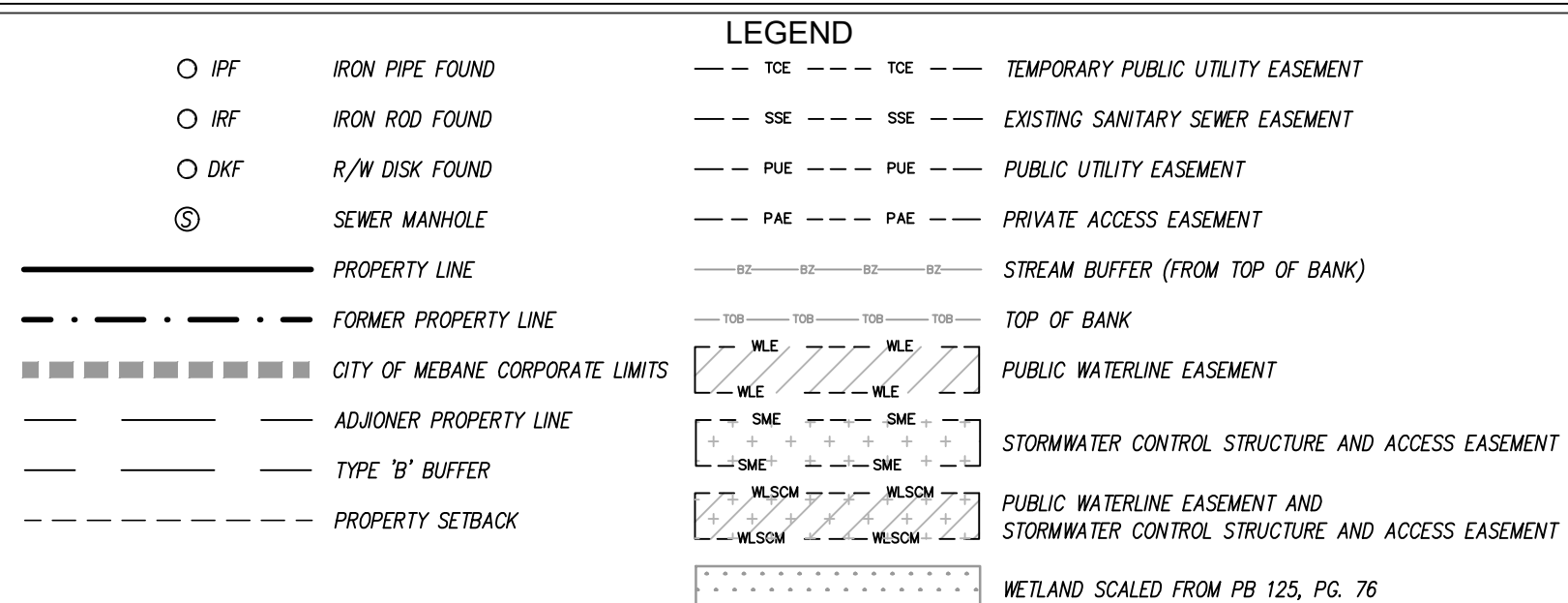
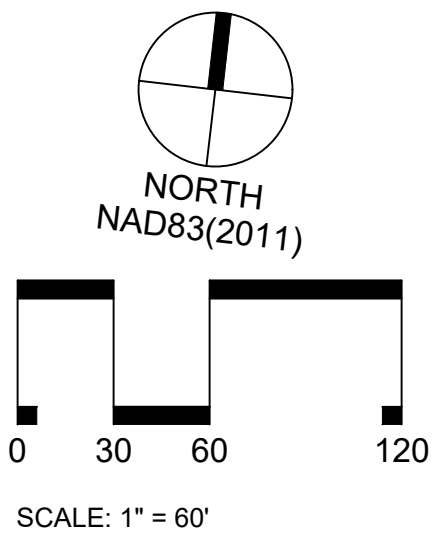
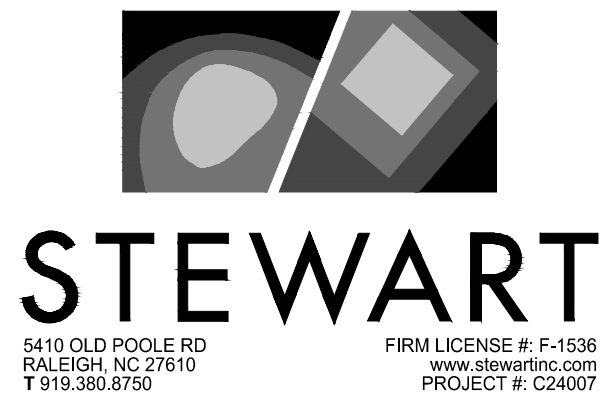
I, JORDAN M. SCHOFF, CERTIFY THAT THE STATE PLANE COORDINATES FOR THIS PROJECT WERE PRODUCED FROM AN ACTUAL GPS SURVEY UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

CLASS OF SURVEY: CLASS A
POSITIONAL ACCURACY: 0.08"
GPS FIELD PROCEDURE: VRS / BASE ROVER
DATES OF SURVEY: AUGUST 14, 2024
DATUM/EPOCH: NAD83(2011)
PUBLISHED/FIXED CONTROL USED: NC RTK NETWORK
GEOID MODEL: NC GEOID 12B
COMBINED GRID FACTOR: 0.9999455
UNITS: US SURVEY FEET



Revisions:
No. Date Description
01 10-21-2024 MEABNE COMMENTS

Project number: C24007 Sheet:
Date: 09-20-2024
Drawn by: NMH
Checked by: JMS



GENERAL NOTES

- THIS SURVEY MAP IS INTENDED TO REPRESENT A MAJOR SUBDIVISION PLAT FOR BUCKHORN INDUSTRIAL III PROPERTY II (PIN 9834071008 & 9824961908); DEED BOOK 6853 PAGE 2176. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE ALL ENCUMBRANCES UPON THE PROPERTY MAY NOT BE SHOWN.
- THE PROPERTY LINES SHOWN HEREON HAVE BEEN CONFIRMED FROM A FIELD SURVEY BY STEWART ENGINEERING. PROPERTY LINES SHOWN TAKEN FROM PLAT BOOK 125, PAGE 76 AND RECOVERED MONUMENTATION AS SHOWN. ALL NEW PROPERTY CORNERS ARE 1/2" IRON PIPES.
- HORIZONTAL DATUM IS NAD 83 (2011) TIE TO NGS SLADE AS SHOWN.
- ALL DISTANCES ARE IN US SURVEY FEET. AREA COMPUTED BY COORDINATE METHOD.
- UTILITIES SHOWN HEREON ARE BASED SOLELY ON ABOVE-GROUND VISIBLE EVIDENCE. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES BEFORE COMMENCING CONSTRUCTION.
- THE SUBJECT PROPERTY IS LOCATED OUTSIDE OF AN EXISTING FLOODPLAIN, BASED ON THE FLOOD INSURANCE RATE MAP NUMBER 3708630001 DATED 02-02-2007. FISCINC.GOV.
- WETLANDS SHOWN HEREON PER PLAT BOOK 125, PAGE 76.



AGENDA ITEM #5C

Petition for Voluntary Non-Contiguous Annexation- A. Campbell Holdings, LLC- Cambro, Ph. 3

Meeting Date

November 4, 2024

Presenter

Lawson Brown, City Attorney

Public Hearing

Yes ☐ No ☒

Summary

Staff received a petition requesting voluntary non-contiguous annexation from A. Campbell Holdings, LLC.

Background

The applicant requests that the described property be annexed into Mebane's Corporate Limits. This is a voluntary non-contiguous annexation containing approximately +/- 25.402 acres located off of NC Hwy 119 and W. Holt Street in Alamance County. Cambro plans to develop an additional building on this property.

Financial Impact

The property will be added to the ad valorem tax base of the City once the property is annexed.

Recommendation

Staff recommends the Council's acceptance of the petition, the Clerk's Certificate of Sufficiency, and to adopt a Resolution setting a date of public hearing for December 2, 2024.

Suggested Motion

I make a motion to accept the petition, the Clerk's Certificate of Sufficiency, and to adopt a Resolution setting a date of public hearing for December 2, 2024.

Attachments

1. Petition
2. Clerk's Certificate of Sufficiency
3. Map
4. Resolution



PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION

Annexation Process – Approximately a 2 Month Process

1st Month- Submit a Petition for Annexation to the City Council, the Clerk reports to City Council the Sufficiency of the Annexation and the City Council adopts a Resolution to set a Public Hearing

2nd Month- A Public Hearing is held and normally that same night, the City Council will adopt an Ordinance to set the effective date as the same or the Council will deny the request

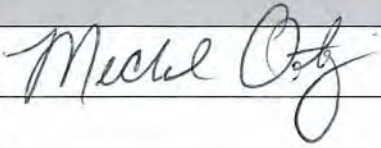
Date: 4/19/2024

To the City Council of the City of Mebane:

1. We the undersigned owners of real property respectfully request that the area describe in Paragraph 2 below be annexed to the City of Mebane.
2. The area to be annexed is non-contiguous to the City of Mebane and the boundaries of such territory are as follows:

Please include a Description of Boundaries Metes and Bounds Description on separate paper in WORD format.

3. We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. *(If zoning vested rights are claimed, indicate below and attach proof).*

Name Individual or Company	Address	Vested Rights (Yes or No)	Signature	Print Name of Signatory
1. A Campbell Holdings, LLC	0 NC 119, Mebane, NC PIN: 9815335704	Yes		MICHAEL ORTIZ
2.				
3.				

- Municipality may wish to require metes and bounds description or map. (Provide 2 paper copies, an electronic copy and 3 mylars).
- This is one possible format for zoning vested rights declaration. This language may require modification to reflect the requirements of the municipal zoning vested rights ordinance, if any.

Vested Rights: NCIC Master Plan, See attached.

Hunter Nichols

Subject: FW: Draft Cambro Letter
Attachments: NCIC-Phase 3-Cambro2-F- Lot 24 Preliminary - 09.19.19 - 3rd Submittal Approved.pdf; Cambro East Split Zoning Letter.pdf; NCIC - Property 1 - Option 2.pdf

From: Chris Rollins <crollins@cityofmebane.com>
Sent: Friday, October 4, 2019 3:36 PM
To: Brian Hall <bhall@SametCorp.com>
Cc: Cy Stober <cstober@cityofmebane.com>
Subject: RE: Draft Cambro Letter

Brian,

Attached is the letter you requested with the attachment I reference.

Let me know if you have any questions.

Chris Rollins

Assistant City Manager



106 E Washington Street
Mebane, NC 27302

 919 304-9206

www.cityofmebane.com

From: Brian Hall <bhall@SametCorp.com>
Sent: Monday, September 30, 2019 9:26 AM
To: Chris Rollins <crollins@cityofmebane.com>
Subject: Draft Cambro Letter

Chris,

Thanks for your continued help with this. Attached is a draft of the letter for Cambro. I am basically summarizing the email traffic for them. Also, attached is a draft of the letter that we are going to send to them, so you can see our commitment to them as well. Please feel free to tweak the letter as you see fit. Once acceptable, if you could put on your letter head, and send it back, that would be wonderful.

Thanks for your continued help and support.

Brian

Brian Hall, LEED AP BD+C | Samet Corporation | Director of Development

309 Gallimore Dairy Rd., Suite 102, (27409)

P.O. Box 8050 | Greensboro | NC | 27419

Main: 336-544-2643 | **Direct:** 336-544-2643 | **Cell:** 336-362-2026

bhall@sametcorp.com | www.sametcorp.com



General Contractor License | NC #3538 | SC #G16448

Per NC Real Estate Law, we ask you to review "[Working with Real Estate Agents](#)" or if this is a lease transaction, "[Working with Real Estate Agents \(Lease Transaction\)](#)" After you have reviewed the applicable publication, please schedule a meeting with us to discuss the contents of the publication



October 4, 2019

Mr. Argyle Campbell
Cambro Manufacturing
1268 W Holt St.
Mebane, NC 27302

RE: Additional Property Acquisition – 25 Acres, Holt St. / Highway 119

Mr. Campbell,

Cambro Manufacturing is a wonderful corporate citizen of the City of Mebane and we are pleased to continue our partnership with Cambro Manufacturing, as you consider acquiring additional real estate inside of the North Carolina Industrial Center.

The property you are acquiring, as shown on the attached Preliminary Final Plat, currently contains a split zoning classification of M1 - Heavy Manufacturing, M2 – Light Manufacturing, and R-20 – Residential. This split zoning is similar to the condition of your existing plant site just west of this property.

In accordance with the original development of the Cambro Manufacturing plant, the City of Mebane welcomes the opportunity to continue to help and support the growth and success of Cambro Manufacturing, with the addition of this new 25 acre site. The current split zoning condition of the property allows great flexibility now or in the future for the zoning to change to either zone, based upon the final needs and layout for the development of the property. Our recommendation would be to develop a site plan, showing the intended use of the property for Cambro, and then we can work with City Staff, Cambro Manufacturing and Samet Corp., to develop the best solution to help support Cambro as needed.

With the current R-20 residential zoning in place, subject to a site plan review and provided that all setback and landscape buffer requirements are met onsite uses may include stormwater devices, fences, and driveways for the stormwater device. The residential district may not be used for industrial or business uses including but not limited to accessory structures, parking, site driveways, generators or dumpsters.

The property is currently listed in Alamance County, under a farm/land use status, to minimize property taxes until the property is developed. Consistent with the development of your existing plant, this new 25 acres would need to be annexed into the City of Mebane, at the time you are ready to proceed with the development of the property. We would expect to review your site plan at that time and help create or support any zoning changes needed, if they are needed at all, at that time, based upon the specific plan for the property.

We look forward to working with you on this property in the future. Please let me know if you have any questions.

Best Regards,



Chris Rollins

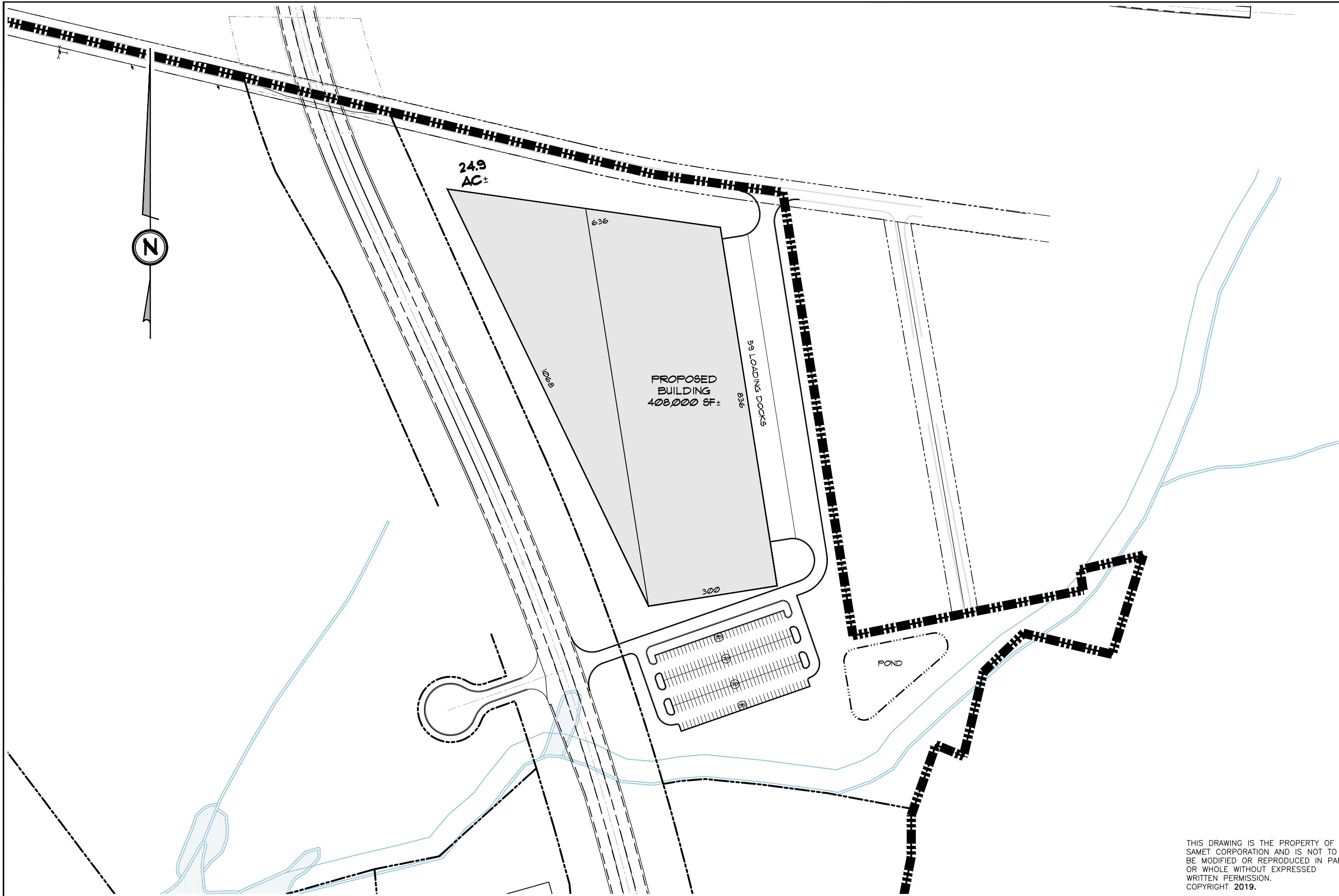
Assistant City Manager

106 E Washington Street
Mebane, NC 27302

 919 304-9206

www.cityofmebane.com





SAMET
CORPORATION

P.O. Box 8050
Greensboro, NC
27419
(336) 544-2600
FAX:
(336) 544-2638

PRELIMINARY SKETCH PLAN
NCIC - OPTION 2

REVISIONS	BY
-	-
-	-
-	-
-	-

DRAWN BY: EMP
CHECKED BY: BH
DATE: JULY 19, 2019
SCALE: 1" = 200'
JOB NUMBER: 09-938
SHEET NUMBER

THIS DRAWING IS THE PROPERTY OF
SAMET CORPORATION AND IS NOT TO
BE MODIFIED OR REPRODUCED IN PART
OR WHOLE WITHOUT EXPRESSED
WRITTEN PERMISSION.
COPYRIGHT 2019.

SURVEYOR'S CERTIFICATE

I, KIM R. LILLY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, FROM DEED DESCRIPTION RECORDED IN DEED BOOK 2799, PAGE 569 AND PLAT BOOK 12, PAGES 40; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEED BOOK 510, PAGE 826, DEED BOOK 3042, PAGE 22, DEED BOOK 91, PAGE 433, DEED BOOK 2986, PAGE 994, DEED BOOK 1118, PAGE 979, DEED BOOK 3790, PAGE 493, DEED BOOK 3020, PAGE 943, DEED BOOK 2098, PAGE 918, DEED BOOK 399, PAGE 321, DEED BOOK 3340, PAGE 123, DEED BOOK 1918, PAGE 356, DEED BOOK 8830, PAGE 2980, DEED BOOK 3610, PAGE 98, DEED BOOK 3710, PAGE 762, DEED BOOK 3695, PAGE 283, DEED BOOK 3187, PAGE 227, PLAT BOOK 12, PAGE 40, AND PLAT BOOK 18, PAGE 47; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:58,392; THAT THE PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 18TH DAY OF SEPTEMBER, A.D. 2019.

PURPOSE OF THIS PLAT:

(A). THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

SURVEYOR
L-3612
LICENSE NUMBER



CERTIFICATE OF APPROVAL BY DIVISION OF HIGHWAYS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
CONSTRUCTION STANDARDS CERTIFICATE

APPROVED: _____
DISTRICT ENGINEER

DATE: _____

NOTES:

1. SITE BEING A PART OF PARCEL IDENTIFICATION NO.: 9815215333 AND 98155337179 AND ALL OF PARCEL NUMBERS 9815339452, 9815434612, 9815433531, CLIFFORD M. RAY FAMILY LIMITED PARTNERSHIP; DEED BOOK 2799 PAGE 569 AND PLAT BOOKS 12 PAGE 40; AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF ALAMANCE COUNTY, NORTH CAROLINA.

2. ALL DISTANCES ARE HORIZONTAL GROUND, UNLESS OTHERWISE NOTED.

3. TOTAL AREA: 26.128 ACRES
HOLT STREET R/W: 0.660 ACRES
FINCH STREET R/W: 0.064 ACRES
NET AREA: 25.402 ACRES

4. THE ABOVE REFERENCED PROPERTY IS 25.402 ACRES AND ZONED M-1 (HEAVY MANUFACTURING), M-2 (LIGHT MANUFACTURING), AND R-20 (SINGLE FAMILY RESIDENTIAL). THIS ZONING ALLOWS, AMONG OTHER USES, DISTRIBUTION, MANUFACTURING, WAREHOUSING, AND SINGLE FAMILY RESIDENTIAL, THERE ARE NO KNOWN ZONING, BUILDING, OR FIRE CODE VIOLATIONS ON THIS PROPERTY AT THIS TIME AND THE PROPERTY IS NOT LOCATED IN AN OVERLAY DISTRICT PER THE CITY OF MEBANE

SETBACKS STATED BELOW ARE IN ACCORDANCE WITH CITY REGULATIONS AND FURTHER MODIFIED BY NORTH CAROLINA INDUSTRIAL CENTER RESTRICTIVE COVENANTS.

M-1
FRONT SETBACK: 30' (100' PER NCIC RESTRICTIVE COVENANTS)
SIDE SETBACK: 25' (30' PER NCIC RESTRICTIVE COVENANTS)
REAR SETBACK: 20'
MAXIMUM BUILDING HEIGHT: 150'

M-2
FRONT SETBACK: 50' (100' PER NCIC RESTRICTIVE COVENANTS)
SIDE SETBACK: 20' (30' PER NCIC RESTRICTIVE COVENANTS)
REAR SETBACK: 20'
MAXIMUM BUILDING HEIGHT: 150'

NOTE: EXCEPT FOR NECESSARY DRIVEWAYS, THE FRONT YARD SHALL NOT HAVE OFF-STREET PARKING EXCEPT FOR VISITORS AND OFFICE EMPLOYEES. PARKING FOR NON-OFFICE EMPLOYEES SHALL BE BEHIND OR BESIDE THE STRUCTURE.

R-20
FRONT SETBACK: 30' (100' PER NCIC RESTRICTIVE COVENANTS)
SIDE SETBACK: 10' (30' PER NCIC RESTRICTIVE COVENANTS)
REAR SETBACK: 25'
MAXIMUM BUILDING HEIGHT: 40'

NOTE: RESIDENTIAL STRUCTURE ONLY IN DISTRICT R-20 (SINGLE FAMILY RESIDENTIAL)

5. THE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (NORTH CAROLINA FLOOD MAPPING). COMMUNITY PANEL NO.: 3710981500K, DATED: NOVEMBER 17, 2017.

6. INFORMATION SHOWN HEREON IS FROM DIRECT FIELD DATA COLLECTED JUNE 06, 2019 & JUNE 11-13, 2019.

7. NORTH CAROLINA GRID COORDINATES AS SHOWN HEREON WERE DERIVED FROM DIRECT GPS OBSERVATIONS UTILIZING THE NORTH CAROLINA GEODETIC SURVEY'S NETWORK RTK SYSTEM AND ARE REFERENCED TO THE NC GRID NAD 83(2011) DATUM. GPS OBSERVATION PERFORMED ON JUNE 06, 2019.

8. NO ENCROACHMENTS OR CEMETERIES OBSERVED.

9. SUBJECT PROPERTY IS LOCATED WITHIN THE CITY OF MEBANE EXTRATERRITORIAL JURISDICTION (ETJ).

10. NO NCGS MONUMENTS LOCATED WITHIN 2,000'

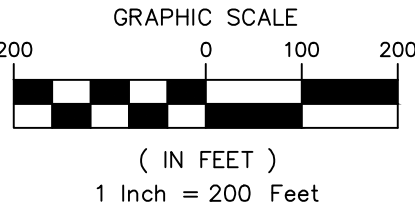
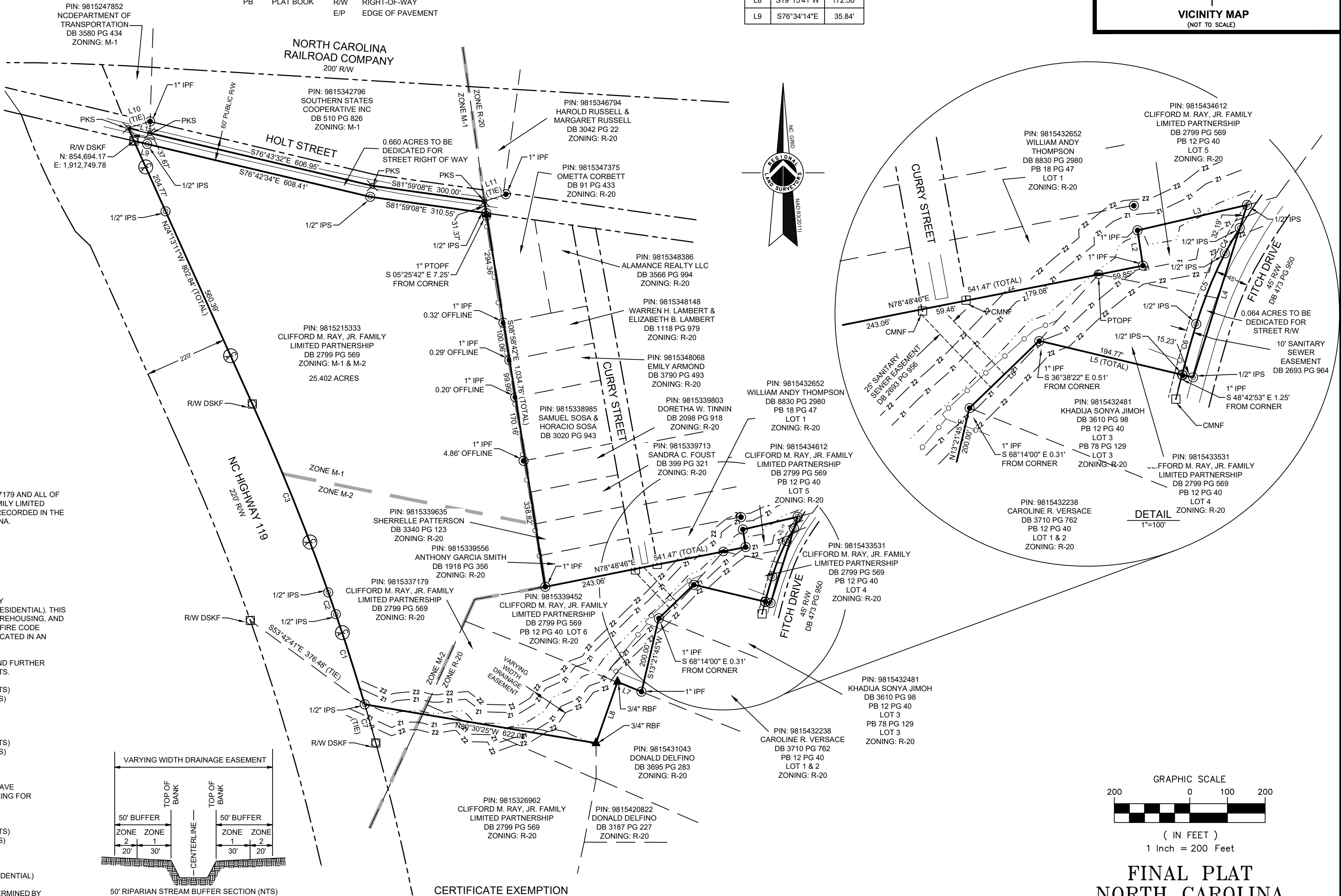
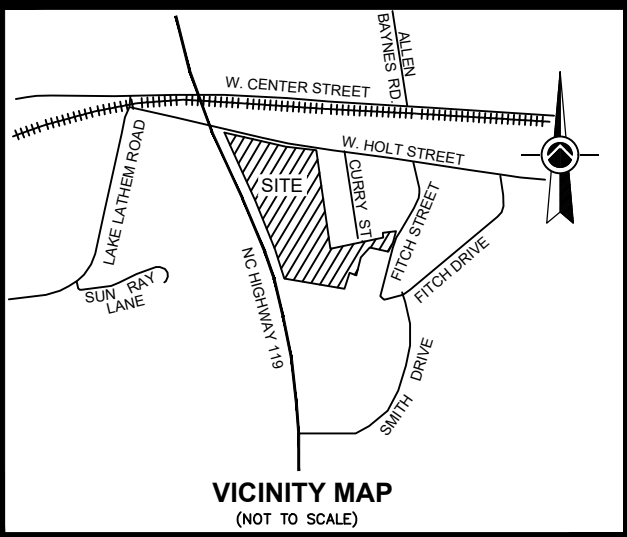
11. ENVIRONMENTAL REVIEW TO BE PROVIDED WITH FUTURE DEVELOPMENT PLANS

LEGEND

	IRON PIPE SET (IPS)		SUBJECT BOUNDARY LINE (SURVEYED)
	IRON PIPE FOUND (IPF)		ADJOINER BOUNDARY LINE (NOT SURVEYED)
	REBAR FOUND (RBF)		RIGHT-OF-WAY
	DISK FOUND (R/W DSKF)		EASEMENT
	PINCH TOP FOUND (PTOPF)		CHAIN LINK
	PK-NAIL FOUND (PKF)		EDGE OF WATER
	PK-NAIL SET (PKS)		BUFFER ZONE 1
	CONCRETE MONUMENT FOUND (CMNF)		BUFFER ZONE 2
	CONTROLLED ACCESS		
DB	DEED BOOK	PG	PAGE
PB	PLAT BOOK	R/W	RIGHT-OF-WAY
		E/P	EDGE OF PAVEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	S76°34'14"E	58.85'
L2	N08°49'47"W	47.33'
L3	N76°55'12"E	149.16'
L4	S17°20'45"W	239.61'
L5	N76°38'15"W	210.00'
L6	S46°00'45"W	128.40'
L7	N67°25'52"W	68.74'
L8	S19°15'41"W	172.50'
L9	S76°34'14"E	35.84'

CURVE TABLE					
CURVE	BEARING	CHORD	RADIUS	LENGTH	
C1	N17°42'03"W	251.29'	6128.94'	251.31'	
C2	N19°09'40"W	61.09'	6128.94'	61.09'	
C3	N21°58'01"W	539.03'	6128.94'	539.21'	
C4	S30°31'05"W	38.88'	840.16'	38.88'	
C5	S22°02'56"W	101.23'	600.81'	101.36'	
C6	S15°43'49"W	69.76'	1843.44'	69.76'	
C7	N16°01'47"W	106.25'	6128.94'	106.25'	



FINAL PLAT
NORTH CAROLINA
INDUSTRIAL CENTER
PHASE 3, LOT 24
MELVILLE TOWNSHIP, ALAMANCE COUNTY
MEBANE, NORTH CAROLINA



CERTIFICATE EXEMPTION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN HEREON, WHICH WAS CONVEYED TO ME (US) BY DEED RECORDED IN BOOK 2799, PAGE 569, AND THAT SAID PROPERTY QUALIFIES AS AN EXEMPTION TO THE DEFINITION OF A SUBDIVISION IN ACCORDANCE WITH THE PROVISIONS OF NCGS 160A-376. I (WE) DO HEREBY DEDICATE TO PUBLIC USE AS EASEMENTS FOREVER, ALL AREAS, IF ANY, SHOWN OR INDICATED ON THE FACE OF THIS PLAT. FURTHERMORE, I (WE) UNDERSTAND THAT EXEMPTION FROM THE PLAT PREPARATION PROVISIONS OF THE CITY OF MEBANE UNIFIED DEVELOPMENT ORDINANCE DOES NOT EXEMPT THE USE OF THE PROPERTY OR BUILDING DEVELOPMENT ON THE PROPERTY FROM MEETING ALL APPLICABLE REQUIREMENTS OF THE CITY OF MEBANE UNIFIED DEVELOPMENT ORDINANCE.

CLIFFORD M. RAY, JR. FAMILY LIMITED PARTNERSHIP

BOOK NO. 2799, PAGE NO. 569.

OWNER SIGNATURE _____ DATE _____

ZONING ADMINISTRATOR _____ DATE _____

OWNER:
CLIFFORD M. RAY, JR. FAMILY
LIMITED PARTNERSHIP
3402 BENTRIDGE DRIVE
MEBANE, NC. 27302

ALAMANCE COUNTY
NORTH CAROLINA
REVIEW OFFICER CERTIFICATION

I, _____, REVIEW OFFICER FOR ALAMANCE COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

CERTIFICATE OF SUFFICIENCY

To the City Council of the City of Mebane, North Carolina:

I, Stephanie W. Shaw, City Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition has been signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-58.2.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Mebane, this 4th day of November 2024.



Stephanie W. Shaw
Stephanie W. Shaw, City Clerk



VICINITY SKETCH
(1"=2000')

SURVEYOR'S CERTIFICATE:

I, MICHAEL A. MCKIBBIN, certify that this plot was drawn under my supervision from an actual survey made under my supervision (deed description recorded in book 3957, Page 701, etc.) (Other); that the boundaries not surveyed are clearly indicated as drawn from information found in book PB 81 page 5; that the ratio of precision or positional accuracy as calculated is 1:10,000±; that this plot was prepared in accordance with G. S. 47-30 as amended;

Pursuant to GS 47-30(f)(11), this survey: (c1) is of an existing parcel or parcels of land and does not create a new street or change an existing street.

As per GS 47-30(j), the provisions of GS 47-30 shall not apply to boundary plots of areas annexed by municipalities nor to plots of municipal boundaries, whether or not required by law to be recorded.

I further certify that the plan shown and described hereon is a true and correct survey of the accuracy required by the Subdivision Ordinance of the City of Mebane, Alamance County, and that the monuments have been placed as shown hereon in accordance with the requirements of the Subdivision Ordinance.

Witness my original signature, license number and seal this 07 day of MAY, A.D. 2024.

Professional Land Surveyor
L-4519
License Number

SEAL OR STAMP

PRELIMINARY PLAT
NOT FOR RECORDING,
SALES OR CONVEYANCE

PLANNING DIRECTOR CERTIFICATION:

This tract of land is within the City of Mebane's jurisdiction. No approval is required of the planning board or City Council.

Planning Director _____ Date _____

NOTES:

THE PURPOSE OF THIS PLAT IS TO ANNEX THE 25.402 Ac. (0.0397 Sq. Mile) ± PARCEL INTO THE CORPORATE LIMITS OF THE CITY OF MEBANE.

THIS SURVEYOR DID NOT CONDUCT A BOUNDARY SURVEY IN CONJUNCTION WITH THE PRESENT MAPPING. ALL BOUNDARY INFORMATION IS SHOWN PER PB 81 PG 5.

THERE MAY BE EASEMENTS, RIGHTS-OF-WAY, OR OTHER MATTERS AFFECTING THIS PROPERTY WHICH ARE NOT SHOWN HEREON.

APPARENT SOURCE TITLE: DB 3957 PG 701

PLAT REFERENCE: PB 81 PG 5

TAX PARCEL #s: 172092, 185112, 185114

TOTAL SITE AREA: 25.402 Ac. (0.0397 Sq.Mi.) ±

ALL DEEDS AND MAPS NOTED HEREON WERE USED AS REFERENCES IN PREPARING THIS SURVEY. SEE ALSO:
+ A TOPOGRAPHIC SURVEY BY SACKS SURVEYING & MAPPING DATED 24 OCTOBER, 2023 (REV 2/16/24)

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL #3710981500-K, EFFECTIVE 17 NOVEMBER, 2017, THIS PROPERTY DOES NOT LIE WITHIN THE FEMA 100-YEAR OR OTHER SPECIAL HAZARD FLOOD ZONE.

THERE ARE IMPROVEMENTS TO THIS PROPERTY WHICH ARE NOT SHOWN HEREON.

N.C. GRID COORDINATES SHOWN HEREON WERE ESTABLISHED BY RAPID STATIC GPS METHODS USING SPECTRA PRECISION SP-80 GPS EQUIPMENT, HOLDING LOCAL CORS STATIONS AS FIXED REFERENCES. A WEIGHTED LEAST-SQUARES AVERAGE OF THREE INDEPENDENT OBSERVATIONS WAS USED TO CALCULATE THE RESULTANT POSITIONS.

Class of Survey: A
Positional Accuracy: 0.04' Horiz. / 0.02' Vert.
Type of GPS field procedure: Rapid Static (VRS)
Date of Survey: 22 September, 2023
Datum/Epoch: NAD 83 (2011)
Published/fixed-control used: Local CORS Stations
Geoid Model: Geoid 18
Combined grid factor: 0.99995555
Units: US Survey Feet

ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS UNLESS NOTED OTHERWISE

(CONTROLLED ACCESS R/W VARIES)
N.C. HWY. 119 R/W
PER NCDOT PLANS FOR
PROJECT 34900.25

A. CAMPBELL HOLDINGS, LLC
DB 3957 PG 701
PB 81 PG 5 PHASE 3 LOT 24
TAX PARCEL #172092

TOTAL AREA ANNEXED
= 25.402 Ac. ±
(0.0397 ± Sq. Miles)

THE CLIFFORD M. RAY, JR.
FAMILY LIMITED PARTNERSHIP
(SEE ALSO PB 81 PG 5
TAX PARCEL #164969)

N/F
DONALD DELFINO
DB 3695 PG 283
TAX PARCEL #165106

N/F
ANDY GARCIA SMITH
DB 1918 PG 356
TAX PARCEL #164974

N/F
SHERELLE PATTERSON
DB 3340 PG 123
TAX PARCEL #164975

N/F
NANCY J. LLOYD
DB 3489 PG 912
TAX PARCEL #165115

N/F
NANCY J. LLOYD
DB 3489 PG 912
TAX PARCEL #165115

N/F
NANCY J. LLOYD
DB 3489 PG 912
TAX PARCEL #165115

N/F
NANCY J. LLOYD
DB 3489 PG 912
TAX PARCEL #165115

N/F
NANCY J. LLOYD
DB 3489 PG 912
TAX PARCEL #165115

N/F
SAMUEL SOSA
& HORACIO SOSA
DB 3020 PG 943
TAX PARCEL #164972

N/F
DANIEL R. FOUST
& SANDRA C. FOUST
DB 399 PG 321
TAX PARCEL #164976

N/F
DORETHA W. TANNIN
DB 2098 PG 918
TAX PARCEL #164977

N/F
EMILY ARNOLD
& JACOB LLOYD MORRIS
DB 4308 PG 548
TAX PARCEL #164982

N/F
WARREN H. LAMBERT
& ELIZABETH B. LAMBERT
DB 1118 PG 979
TAX PARCEL #164983

N/F
JUNIOUS AND OMETTA CORBETT
IRREVOCABLE TRUST
DB 4140 PG 846
TAX PARCEL #164980

OWNER:
A. CAMPBELL HOLDINGS, LLC
5801 SKYLAB RD.
HUNTINGTON BEACH, CA 92647

SURVEYOR:
MICHAEL A. MCKIBBIN PLS L-4519



SSM

FIRM LIC #C-2741
3308-B Edgefield Road
Greensboro, NC 27409

SACKS SURVEYING
& MAPPING, P.C.
LAND SURVEYORS

(336) 931-0566
FAX 931-0558
WWW.SSM.LAND

PRELIMINARY PLAT
NOT FOR RECORDING,
SALES OR CONVEYANCE

FINAL PLAT: CITY OF MEBANE CORPORATE
LIMITS EXTENSION (VOLUNTARY
NON-CONTIGUOUS ANNEXATION)
NORTH CAROLINA INDUSTRIAL CENTER:
LOT 24, PHASE 3

PLAT BOOK 81 PAGE 5

DATE PREPARED: 07 MAY, 2024

REVISED 10-17-24 - ADD CORPORATE LIMITS LABELS

MELVILLE Twp., ALAMANCE COUNTY, N.C.
SCALE 1"=120'

DRAWING FILE NAME: NCIC-HOLT-119-ANNEX.DWG

LEGEND

IPF = IRON PIPE FOUND
RWMF = R/W MONUMENT FOUND
IPS = IRON PIPE SET
CP = COMPUTED POINT (NO CORNER MONUMENT FOUND OR SET)
R/W = RIGHT OF WAY
N/F = NOW OR FORMERLY
ESMT. = EASEMENT
Ch. = CHORD
Typ. = TYPICAL
C/L = CENTERLINE
— NEW CITY LIMITS LINE
— PRESENT CITY LIMITS LINE

LEG TABLE:

LINE	BEARING	DISTANCE
L1	S 76°34'14" E	35.84'
L2	N 08°49'47" W	47.33'
L3	S 17°20'45" W	32.19'
L4	S 67°25'52" W	68.74'
L7	S 33°29'18" E	9.58'
L8	S 76°37'28" E	296.02'

CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	840.16'	38.88'	38.88'	S 30°31'05" W	2°39'06"
C2	600.81'	101.35'	101.23'	S 22°02'56" W	9°39'55"
C3	1843.44'	69.76'	69.76'	S 15°43'49" W	2°10'06"
C4	6128.94'	251.31'	251.29'	N 17°42'03" W	2°20'58"
C5	6128.94'	61.09'	61.09'	N 19°09'40" W	0°34'16"
C6	6128.94'	539.20'	539.03'	N 21°58'01" W	5°02'26"

RESOLUTION FIXING DATE OF PUBLIC HEARING ON
QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-58.2

Annexation No. 175

WHEREAS, a petition requesting annexation of the non-contiguous area described herein has been received; and

WHEREAS, the Mebane City Council directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED, by the Mebane City Council of the City of Mebane, North Carolina that:

Section 1. A public hearing on the question of annexation of the non-contiguous area described herein will be held at 6:00 p.m. on December 2, 2024.

Section 2. The area proposed for annexation is described as follows:

NCIC PHASE 3 LOT 24 (PLAT BOOK 81, PAGE 5)

Being all that certain tract or parcel of land lying and being in the Melville Township, Alamance County, North Carolina, being more particularly described as follows:

COMMENCING at an NCDOT right-of-way monument found at the intersection of the southerly right-of-way line of West Holt Street [NCSR 1963] and the westerly right-of-way line of N.C. Highway 119, said monument having North Carolina State Plane Grid Coordinates (NAD 83/2011) of North(y) = 854,761.74 feet and East(x) = 1,912,462.40 feet; running thence South 76 deg. 37' 28" East a distance of 296.02 feet to an NCDOT right-of-way monument found at the intersection of the southerly right-of-way line of West Holt Street and the easterly right-of-way line of N.C. Highway 119, being the true point and place of BEGINNING; running thence with the southerly line of West Holt Street the following three (2) courses and distances: 1) South 76 deg. 34' 14" East a distance of 35.84 feet to a point; 2) South 76 deg. 42' 34" East a distance of 608.41 feet to a point; and 3) South 81 deg. 59' 08" East a distance of 310.55 feet to an iron pipe found at the northwesterly corner of property owned by Junius and Ometta Corbett Irrevocable Trust (Deed Book 4140, Page 846, Alamance County Register of Deeds); thence with the line of said Corbett Irrevocable Trust and others South 08 deg. 58' 42" East a distance of 1003.39 feet to a point at the southwesterly corner of property owned, now or formerly by Andy Garcia Smith (Deed Book 1918, Page 356, Alamance County Register of Deeds); thence with the southerly line of Smith and others North 78 deg. 48' 46" East a distance of 541.47 feet to a point at the southeasterly corner of property owned, now or formerly by William Andy Thompson (Deed Book 555 Page 239, Alamance County Register of Deeds); thence with the easterly line of Thompson North 08 deg. 49' 47" West a distance of 47.33 feet to a point at the southwesterly corner of property owned, now or formerly by Nancy J. Lloyd (Deed Book 3489, Page 912, Alamance County Register of Deeds); thence with the southerly line of Lloyd North 76 deg. 55' 12" East a distance of 149.16 feet to a point; thence continuing with the line of Lloyd South 17 deg. 20' 45" West a distance of 32.19 feet to a point in the westerly right-of-way line of Fitch Drive; thence with westerly right-of-way line of Fitch Drive the following three courses and distances: 1) along a non-tangent curve to the left, having a chord bearing of South 30 deg. 31' 05" West, a chord distance of 38.88 feet, a radius of 840.16 feet, and an arc length of 38.88 feet to a point; 2) along a curve to the left, having a chord bearing of South 22 deg. 02' 56" West, a chord distance

of 101.23 feet, a radius of 600.81 feet, and an arc length of 101.35 feet to a point; and 3) along a curve to the left, having a chord bearing of South 15 deg. 43' 49" West, a chord distance of 69.76 feet, a radius of 1843.44 feet, and an arc length of 69.76 feet to an iron pipe found at the northeasterly corner of property owned, now or formerly by Khadija Sonya Jimoh (Deed Book 3610, Page 98, Alamance County Register of Deeds); thence with the line of Jimoh the following two (2) courses and distances: 1) North 76 deg. 38' 15" West a distance of 194.77 feet to a point; and 2) South 46 deg. 00' 45" West a distance of 128.40 feet to a point at the northwesterly corner of property owned, now or formerly by Devon Clark (Deed Book 4570, Page 346, Alamance County Register of Deeds); thence with the line of Clark South 13 deg. 21' 45" West a distance of 200.00 feet to a point in the northerly line of Donald Delfino (Deed Book 3695, Page 283, Alamance County Register of Deeds); thence with the line of Delfino the following two (2) courses and distances: 1) North 67 deg. 25' 52" West a distance of 68.74 feet to a point; and 2) South 19 deg. 15' 41" West a distance of 172.50 feet to a point, a corner with property owned, now or formerly by The Clifford M. Ray, Jr. Family Limited Partnership (Deed Book 2799, Page 569, Alamance County Register of Deeds); thence with the line of said Clifford M. Ray, Jr. Family Limited Partnership North 80 deg. 30' 25" West a distance of 622.08 feet to a point in the easterly right-of-way line of N.C. Highway 119; thence with the westerly right-of-way line of N.C. Highway 119 the following five (5) courses and distances: 1) along a non-tangent curve to the left, having a chord bearing of North 17 deg. 42' 03" West, a chord distance of 251.29 feet, a radius of 6128.94 feet, and an arc length of 251.31 feet to a point; 2) along a curve to the left, having a chord bearing of North 19 deg. 09' 40" West, a chord distance of 61.09 feet, a radius of 6128.94 feet, and an arc length of 61.09 feet to an iron pipe found; 3) along a curve to the left, having a chord bearing of North 21 deg. 58' 01" West, a chord distance of 539.03 feet, a radius of 6128.94 feet, and an arc length of 539.20 feet to a point; 4) North 24 deg. 13' 11" West a distance of 560.39 feet to a point; and 5) North 24 deg. 13' 11" West a distance of 204.77 feet to the point and place of BEGINNING, containing 25.402 acres (0.0397 Square Miles), more or less, BEING ALL of Lot 24, Phase 3 of the North Carolina Industrial Center as shown on a plat thereof recorded in Plat Book 81, Page 5 in the Alamance County Register of Deeds.

Section 3. Notice of the public hearing shall be published once in the Mebane Enterprise, a newspaper having general circulation in the City of Mebane, at least ten (10) days prior to the date of the public hearing.

CITY OF MEBANE

Ed Hooks, Mayor

ATTEST:

Stephanie W. Shaw, City Clerk



AGENDA ITEM #5D

North Carolina Water and Wastewater Agency Response Network (NC Water WARN) Mutual Aid and Assistance Agreement for Water and Wastewater Utilities

Meeting Date

November 4, 2024

Presenter

John Dodson, WRRF Director

Kyle Smith, Public Utilities Director

Public Hearing

Yes ☐ No ☒

Summary

This Agreement is authorized under Section 160A-318 of the North Carolina General Statutes which provides that public and private Water and Wastewater Utilities may contract with each other to provide mutual aid and assistance in restoring water and sewer in the event of natural disasters or other emergencies. Recognizing that emergencies may require assistance in the form of personnel, equipment, materials, and supplies from outside the area of impact, the signatory utilities established an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program, members coordinate response activities and share resources during emergencies whether localized to the utilities or a declared disaster. This Agreement sets forth the procedures and standards for the administration of the Intrastate Mutual Aid and Assistance Program.

Background

N/A

Financial Impact

None unless assistance is requested. There is no cost to becoming a member of the network.

Recommendation

Staff recommends the Council's approval for the City of Mebane to become a member of NC Water WARN.

Suggested Motion

I motion to approve the City of Mebane to become a member of the NC Water WARN.

Attachments

1. NC Water WARN Agreement
2. City Attorney's review email

North Carolina Water and Wastewater Agency Response Network

Mutual Aid and Assistance Agreement For Water and Wastewater Utilities

This Agreement is made and entered into by public and private Water and Wastewater Utilities in North Carolina that have, by executing this Agreement, manifested their intent to participate in an Intrastate Program for Mutual Aid and Assistance.

This Agreement is authorized under Section 160A-318 of the North Carolina General Statutes which provides that public and private Water and Wastewater Utilities may contract with each other to provide mutual aid and assistance in restoring water and sewer in the event of natural disasters or other emergencies.

ARTICLE I. PURPOSE

Recognizing that emergencies may require assistance in the form of personnel, equipment, materials, and supplies from outside the area of impact, the signatory utilities established an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies whether localized to the utilities or a declared disaster. This Agreement sets forth the procedures and standards for the administration of the Intrastate Mutual Aid and Assistance Program.

ARTICLE II. DEFINITIONS

A. Authorized Official— An employee or officer of a Member that is authorized by the Member's governing board or management to:

- request assistance;
- offer assistance;
- Refuse to offer assistance or;
- Withdraw assistance under this Agreement.

B. Disaster – An emergency event that reaches a specific financial threshold related to magnitude of loss and property damage.

C. Confidential Information – Information defined NCGS 132-1.2 as confidential information or NCGS 132-1.7 as sensitive public security information.

D. Emergency— An unanticipated and/or sudden natural or manmade event that requires immediate action and is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of a Mutual Aid and Assistance Program Member.

E. Incident Command System (ICS) – A standardized on-scene emergency management system designed for use for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is the combination of facilities, equipment, personnel procedures, and communications operating within a common organization structure, designed to aid in the management of resources during incidents.

F. Indemnity – Security against hurt, loss, or damage. An exemption from incurred penalties or liabilities.¹

G. Indemnatee – A party to this Agreement that is entitled to be indemnified by another party to this Agreement pursuant to the terms of Article X.

H. Indemnitor – A party to this Agreement that is obligated to indemnify another party to this Agreement pursuant to the terms of Article X.

I. Large water and or wastewater utility— A utility that is represented with a population in excess of 10,000.

J. Member— Any public or private Water or Wastewater Utility that manifests intent to participate in the Mutual Aid and Assistance Program by executing this Agreement.

K. Mutual Aid and Assistance Agreement – A formal agreement among emergency responders to lend assistance across jurisdictional boundaries when required; either by an emergency that exceeds local resources or a disaster

L. National Incident Management System (NIMS) — A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

M. The North Carolina Water and Wastewater Agency Response Network (NCWaterWARN) - A network of public and private water and wastewater utilities united under an agreement to provide and receive mutual aid and assistance to signatories to the agreement during emergencies ranging from those that may arise from declared disasters or are specific to a single utility.

N. Period of Assistance — A specified period of time when a Provider assists a Recipient. The period commences when personnel, equipment, materials, or supplies depart from a Provider's facility and ends when the resources return to their facility (portal to portal). All protections identified in the agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

O. Provider — A Member that responds to a request for assistance under the Mutual Aid and Assistance Program.

P. Recipient — A Member who requests assistance under the Mutual Aid and Assistance Program.

¹ Merriam-Webster. Retrieved August 22, 2007, from Merriam -Webster.com website:
<http://www.merriam-webster.com/>

Q. Small water and or wastewater Utility— A utility is represented with a population less than 10,000.

R. Private Water Utility— An entity that is not a unit of government that owns or operates a water and/or wastewater utility, whether on a for-profit or not-for-profit basis.

S. Public Utility— A unit of government that owns or operates a water and/ or wastewater utility.

ARTICLE III. ADMINISTRATION

The Mutual Aid and Assistance Program shall be administered through the North Carolina Water and Wastewater Agency Response Network (NCWaterWARN) Committee in coordination with the North Carolina Rural Water Association (NCRWA). The purpose of the NcWaterWARN Committee is to provide coordination of the Mutual Aid and Assistance Program before, during, and after an emergency. The NcWaterWARN Committee, under the leadership of an elected Chairperson, shall meet quarterly as deemed necessary by the Chair to address Mutual Aid and Assistance Program issues.

The administration of NcWaterWARN will be through the NcWaterWARN Committee. The committee shall consist of a chair and vice chair, an eastern regional section, a western regional section, and (3) At-Large members. The NcWaterWARN Committee shall consist of an eastern regional section with three (3) seats representing large and small public water and wastewater utilities and private water systems. The western regional section shall consist of three (3) seats representing large and small public water and wastewater utilities and private water systems. Also, there shall be three (3) At-Large seats for additional representatives from either large and small public water and wastewater utilities or private water systems.

NcWaterWARN regional sections are divided along the NC Department of Environmental Quality (NCDEQ) regional office areas. A map of the regional sections is included in Appendix A of this agreement.

Representatives from large and small public water and wastewater utilities and private utilities shall be elected at the NcWaterWARN Annual Meeting. Election and voting procedures will be described in the NcWaterWARN Ops Plan.

Under the leadership of the NcWaterWARN Committee Chair, NcWaterWARN Committee Members shall plan and coordinate emergency preparedness and response activities for the Mutual Aid and Assistance Program. The NcWaterWARN Committee Chair (or his/her designee) shall maintain a master list of all members of the Mutual Aid and Assistance Program.

The NcWaterWARN Committee shall elect a Chair and a Vice Chair. The first Chair and Vice Chair will serve a two (2) year term and subsequent Chairs and Vice Chairs will serve one (1) year thereafter.

The NcWaterWARN Committee shall:

- A. Convene an annual meeting for members.
- B. Provide for the development and maintenance of a database of all participating utilities through one of the members, sponsor agencies, or participating agencies or associations.

- C. Meet as a NCWaterWARN Committee at least quarterly, as needed and at the discretion of the Chair, to address and resolve concerns, create and modify procedures and any additional policy or legal issues related to NCWaterWARN.
- D. Provide for the development and maintenance of a secure website.
- E. Include an advisory board in its meetings to provide input based on the expertise of their agency.

The additional responsibilities of the Chair are described throughout the agreement. Those duties will be highlighted in the agreement for review by the NCWaterWARN Committee and the Sponsors. Those duties will be listed together in the protocols.

The NCWaterWARN shall have an advisory board that consists of representatives from partner agencies and stakeholders. Representatives to the advisory board from the respective agencies shall be named by those agencies. The advisory board is not a voting member. NCWaterWARN Advisory Board may include at least one representative from the following agencies:

- North Carolina Department of Environmental Quality; Division of Water Resources; Public Water Supply Section
- North Carolina Department of Environmental Quality; Division of Water Resources; Water Quality Regional Operations Section
- North Carolina Section of the American Water Works Association and Water Environment Association
- North Carolina Rural Water Association
- North Carolina Waterworks Operators Association
- North Carolina Emergency Management
- North Carolina League of Municipalities
- Eastern Water and Wastewater Network
- Environmental Protection Agency Region IV
- Department of Homeland Security Protective Security Advisor

Other agencies may be invited to join or have representation on the advisory board at the discretion of the NCWaterWARN Committee.

ARTICLE IV. PROCEDURES

In coordination with other response partner agencies, *the* NCWaterWARN Committee shall develop operational and planning procedures for the Mutual Aid and Assistance Program. These procedures shall be reviewed at least annually and updated as necessary.

ARTICLE V.

PRE-EVENT PLANNING

Members shall identify resources available for deployment and develop plans for housing and providing for the necessities and maintenance of personnel and equipment deployed to provide mutual aid and assistance when a request for assistance is made by the member.

In addition, Members shall provide training to their response personnel related to:

- NIMS compliance
- Mutual aid response protocols
- Required documentation for providing mutual aid and assistance and for receiving mutual aid and assistance

ARTICLE VI.

REQUESTS FOR ASSISTANCE

Member Responsibility: Members shall identify an Authorized Official and alternates, provide contact information including 24-hour access, and maintain resource information made available by the utility for mutual aid and assistance response.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, materials, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. The Chair will be notified of all activations of the agreement. Specific protocols for requesting aid shall be provided in the required procedures (Article IV).

Prospective NCWaterWARN members must, if not already active, become and maintain an active membership with the North Carolina Rural Water Association (NCRWA) and must attach proof of its membership with NCRWA to this agreement. NCWaterWARN Members must also provide written notice to the acting NCWaterWARN Chairman of its termination of membership with NCRWA which also results in termination with its membership and benefits associated with NCWaterWARN. NCWaterWARN members are responsible for completing their system's profile information, once an account is assigned, in their member account on the current NCWaterWARN platform. Failure to comply may result in both an inaccurate member directory and omission from automated NCWaterWARN communications to the membership.

Response to a Request for Assistance: After a Member receives a request for assistance, the Authorized Official evaluates whether resources are available to respond to the request for assistance. Following the evaluation, the Authorized Representative shall inform, as soon as possible, the Recipient whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member shall inform the Recipient about the type of available resources and the approximate arrival time of such assistance.

Discretion of Provider's Authorized Official: Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have absolute discretion as to the willingness to respond and/or availability of resources. An Authorized Member's decisions on the availability of resources shall be final.

ARTICLE VII. PROVIDER PERSONNEL

National Incident Management System: When providing assistance under this Agreement, the Recipient and Provider shall be organized and shall function under the National Incident Management System if State or Federal preparedness funding is desired. *Control:* Provider personnel shall remain under the direction and control of the Provider. The Recipient's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Provider(s). Whenever practical, Provider personnel must be self-sufficient for up to 72 hours.

Food and Shelter: The Recipient shall supply reasonable food and shelter for Provider personnel. If the Recipient is unable to or fails to provide food and shelter for Responding personnel, the Provider's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources should not exceed the State per diem rates for that area without further justification of good faith efforts to secure accommodations within the per diem. The Recipient remains responsible for reimbursing the Provider for all costs associated with providing food and shelter, if such resources are not provided.

Communication: The Recipient shall provide Provider personnel with radio equipment as available, or radio frequency information to program existing radio, in order to facilitate communications with local responders and utility personnel.

Status: Unless otherwise provided by law, the Provider's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.

Licenses and Permits: To the extent permitted by law, Provider personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance. Members should comply with NIMS credentialing where applicable.

Right to Withdraw: The Provider's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Recipient's Authorized Official as soon as possible.

ARTICLE VIII. COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part, the Recipient shall reimburse the Provider for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance. Such cost may include damage or loss to equipment.

Personnel: Provider personnel are to be paid for assigned duty during a specified Period of Assistance (refer to definition of period of assistance in Article II) according to the terms provided in their employment contracts or other conditions of employment. Either Member may require Provider's personnel to observe a rest period prior to travel back to the Provider's base of operations to ensure safety of personnel. The Provider designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Recipient reimbursement to the Provider must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

Equipment: The Recipient shall reimburse the Provider for the use of equipment during a specified Period of Assistance, including but not limited to, reasonable rental rates, all fuel,

lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Provider in similar condition to its condition at the time of the request for mutual aid and assistance. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Provider uses rates different from those in the FEMA Schedule of Equipment Rates, the Provider must provide such rates in writing to the Recipient prior to supplying resources. Mutual agreement on rates other than FEMA Schedule of Equipment Rates must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. If Provider must lease a piece of equipment while its equipment is being repaired, Recipient shall reimburse Provider for such rental costs.

Materials and Supplies: The Recipient must reimburse the Provider in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Provider must not charge direct fees or rental charges to the Recipient for other supplies and reusable items that are returned to the Provider in a clean, damage-free condition. Reusable supplies that are returned to the Provider with damage must be treated as expendable supplies for purposes of cost reimbursement.

Payment Period: The Provider must provide an itemized bill to the Recipient for all expenses it incurred as a result of providing assistance under this Agreement. The Provider must send the itemized bill to the authorized official not later than ninety (90) days following the end of the Period of Assistance. The Recipient must pay the bill in full on or before the one hundred eightieth (180th) day following the billing date. Unpaid bills become delinquent upon the one hundred eighty-first (181st) day following the billing date, and, once delinquent, the bill accrues interest at the rate of prime, as reported by the *Wall Street Journal*, plus two percent (2%) per annum.

Records – Each Provider and their duly authorized representatives shall have access to a Recipient's books, documents, notes, reports, papers, and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance, or regulatory audit. Each Recipient and their duly authorized representatives shall have access to a Provider's books, documents, notes, reports, papers, and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance, or regulatory audit. Such records shall be maintained and made accessible for at least three (3) years or longer where required by law.

ARTICLE IX.
DISPUTES

Any claim arising out of or relating to this agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by any Member. The parties shall share the mediator's fee and any filing fees equally. Mediation shall be held in the County of the Providing Member if a place has not been mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court of competent jurisdiction. Claims not resolved by mediation shall be decided by a court of competent jurisdiction unless the parties mutually agree otherwise.

ARTICLE X.
LIABILITY

Each Member shall be responsible for any and all claims, demand, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid and assistance rendered or performed pursuant to the terms and conditions of this Agreement.

ARTICLE XI.
INDEMNIFICATION

To the extent permitted by applicable law, in the event of a liability, claim, demand, action, or proceeding of whatever kind or nature arises out of a specified Period of Assistance, the Members who receive and provide assistance during said Period of Assistance shall indemnify and hold harmless those other Members, NCWaterWARN Committee and Sponsor Agencies which had no involvement with the transaction or occurrence that is the subject of the aforementioned claim, action, demand, or other proceeding of whatever kind or nature is limited to execution of this Agreement.

ARTICLE XII.
WORKERS' COMPENSATION CLAIMS

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

ARTICLE XIII.
NOTICE

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XIV.
CONFIDENTIAL INFORMATION

Pursuant to NCGS 132-1.7, and to the extent permitted by applicable law, any Member shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any confidential information shared between Members under this Agreement. If any Member, third party, or other entity requests or demands, by subpoena or otherwise, that a Member disclose any confidential information disclosed under this Agreement, the Member shall immediately notify the owner of the confidential information and shall take all reasonable steps necessary to prevent the disclosure of any confidential information.

ARTICLE XV.
EFFECTIVE DATE

This Agreement shall be effective after both the Water and/or Wastewater Utility's authorized representative executes the Agreement and presents proof of dual membership with North Carolina Rural Water Association (NCRWA). An executed copy will be provided to the NCWaterWARN Committee Chair as soon as possible.

ARTICLE XVI.
WITHDRAWAL

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to NCWaterWARN Committee Chair. Withdrawal takes effect sixty (60) days after the NCWaterWARN Committee Chair receives notice.

Membership may be suspended or revoked by the NCWaterWARN Committee for failure to comply with the Articles of this Agreement.

**ARTICLE XVII.
MODIFICATION**

Modifications to this Agreement may be made to incorporate programmatic operational changes to support the Agreement. Modifications require a two-thirds majority vote of Members. The NCWaterWARN Committee Chair must provide written notice to all Members of proposed modifications to this Agreement sixty (60) days in advance of the vote. The NCWaterWARN Committee Chair must provide written notice to all members of approved modifications to this Agreement. Approved modifications take effect sixty (60) days after the date upon which notice of the approved modifications are sent to the Members.

No provision of this Agreement may be modified, altered, or rescinded by individual parties to the Agreement.

**ARTICLE XVIII.
SEVERABILITY**

The Members agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**ARTICLE XIX PRIOR
AGREEMENTS**

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

**ARTICLE XX. MULTIPLE
AGREEMENTS**

When multiple mutual aid and assistance agreements exist between two Members, if inconsistencies exist between the agreements, the conditions of this Agreement take precedence except by mutual written acceptance of an alternate agreement of both Members for that specific event.

**ARTICLE XXI.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

This Agreement is for the sole benefit of the Members and no person or entity must have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

ARTICLE XXII.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members of this Agreement shall participate in Mutual Aid and Assistance activities conducted under the North Carolina Statewide Mutual Aid and Assistance Agreement and the Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities through this Agreement if such a Program were established.

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water and Wastewater Utility listed here manifests its intent to be a Member of the Intrastate Mutual Aid and Assistance Program for Water and Wastewater Utilities by executing this Agreement on this _____ day of _____ year of _____.

Legal Name of Water/Wastewater Utility: _____

Authorized Representative

Title

Please Print Name

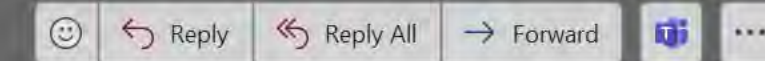
Re: Membership question



Lawson Brown

To Preston Mitchell; John Dodson

Cc Kyle Smith




Sun 10/13/2024 9:03 PM

Start your reply all with:

Thank you!

Thank you for your response.

Thank you for the clarification.

 Feedback

I have reviewed the agreement and find it satisfactory. The City is not required to respond to requests for assistance, has the right to decline the assistance request, has an indemnity obligation limited by the words “to the extent allowed by law”; and disputes are handled first by mediation and then litigation. Advise if there are further questions.

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AGENDA ITEM #5E

First Quarter Financial Report – July 1, 2024 – September 30, 2024

Meeting Date

November 4, 2024

Presenter

Daphna Schwartz, Finance Director

Public Hearing

Yes ☐ No ☒

Summary

Municipal finance officers in North Carolina must report financial information, including encumbrances, to the governing body throughout the fiscal year. The City of Mebane meets this requirement with quarterly reports.

Background

This report displays the first quarter of the FY24-25 fiscal year that ended September 30, 2024.

General Fund: The City collected approximately 54% of property taxes in the first quarter, 6% higher than last year. Overall, the city has collected 35% of total budgeted revenues, which is an excellent start to the year. The city has expended 22% of the total budgeted expenditure, slightly under the expected 25% per quarter. As a result, the fund ends the quarter at a surplus of \$4,631,201.

General Capital Reserve: Funds are transferred to the General Capital Reserve fund once per year after receiving all property taxes. The fund earned \$5,516 of investment earnings in the first quarter.

Occupancy Tax: Occupancy tax revenues are remitted quarterly, so the first quarter's revenues should be received in the second quarter.

Utility Fund: The City collected 28% of total budgeted charges for services, which is above the expected 25%. Expenditures are lower than expected at 19%. As a result, the fund ends the quarter at a surplus of \$759,633.

Utility Reserve Fund: The fund received 22% of the budgeted revenues and earned \$53,896 in investment earnings in the first quarter.

Financial Impact

None.

Recommendation

That the Council accepts the report.

Suggested Motion

Motion to accept the Fiscal Year 2024-2025 First Quarter Financial Report.

Attachments

1. The Fiscal Year 2024-2025 First Quarter Financial Report

**General Fund
FY24-25
First Quarter Financial Report**

Revenue	Original Total Budget	Current Total Budget	YTD Activity	Percentage of Budget Remaining	YTD Activity & Encumbrances
3000 - Property Taxes	\$ 17,400,176	\$ 17,400,176	\$ 9,410,575	46%	\$ 9,410,575
3100 - Other Taxes and Licenses	900	900	-	100%	-
3215 - Restricted Federal Intergovernmental	-	-	1,861	N/A	1,861
3220 - Unrestricted State Intergovernmental	8,477,734	8,477,734	130	100%	130
3225 - Restricted State Intergovernmental	638,300	638,300	329,666	48%	329,666
3230 - Unrestricted Local Intergovernmental	448,000	448,000	-	100%	-
3235 - Restricted Local Intergovernmental	350,150	350,150	-	100%	-
3400 - Permits and Fees	1,523,704	1,523,704	487,975	68%	487,975
3500 - Sales and Services	840,136	840,136	213,048	75%	213,048
3700 - Investment earnings	172,000	172,000	147,105	14%	147,105
3800 - Miscellaneous Revenues	61,016	561,016	937,066	-67%	937,066
8500 - Proceeds of Debt	360,084	1,704,984	1,184,984	30%	1,184,984
9000 - Appropriated Fund Balance	2,300,000	4,569,773	-		-
Total Revenue	\$ 32,572,200	\$ 36,686,873	\$ 12,712,411	65%	\$ 12,712,411
Expenditures					
4100 - City Council	74,781	74,781	16,156	78%	16,156
4200 - Administration	990,167	1,035,121	294,739	72%	371,542
4300- Human Resources	445,644	445,644	82,271	82%	115,949
4400 - Finance	678,093	773,593	186,383	76%	277,240
4800 - IT	1,715,953	1,761,460	484,198	73%	1,267,100
4900 - Economic Development	900,214	1,400,215	505,000	64%	520,000
5100 - Police	6,680,564	6,681,564	1,414,446	79%	1,819,646
5300 - Fire	4,995,471	6,548,322	1,852,087	72%	2,774,646
5400 - Planning	448,505	631,865	101,535	84%	330,885
5440 - Inspections	985,962	1,016,379	203,896	80%	269,523
5480 - Engineering	455,000	455,000	100,678	78%	455,000
5500 - Public Works	3,415,555	4,179,703	645,248	85%	937,256
5700 - Public Facilities	958,574	1,075,411	112,941	89%	477,307
5800 - Sanitation	2,001,909	2,157,096	300,630	86%	1,244,602
6200 - Recreation and Parks	2,973,274	3,599,024	705,548	80%	1,345,876
9000 - Non-Departmental	2,323,030	2,260,642	378,615	83%	727,927
9001 - Debt Service	2,529,504	2,591,054	696,838	73%	696,838
Total Expenditures	\$ 32,572,200	\$ 36,686,874	\$ 8,081,210	78%	\$ 13,647,493
General Fund Surplus (Deficit)	\$ -	\$ -	\$ 4,631,201		\$ (935,082)

General Capital Reserve Fund
FY24-25
First Quarter Financial Report

	Original	Current		Percentage of	
Revenue	Total Budget	Total Budget	YTD Activity	Budget Remaining	YTD Activity & Encumbrances
3700 - Investment earnings	5,000	5,000	5,516	-10%	5,516
8100- Transfers from Governmental Funds	910,864	910,864	-	100%	-
Total Revenue	915,864	915,864	5,516	99%	5,516
Expenditures					
8901 - General Capital Reserve	915,864	915,864	-	100%	-
General Capital Reserve Fund Surplus (Deficit)	-	-	5,516		5,516

Occupancy Tax FY24-25 First Quarter Financial Report

	Original Total Budget	Current Total Budget	YTD Activity	Percentage of Budget Remaining	YTD Activity & Encumbrances
Revenue					
3100 - Occupancy Taxes	158,550	158,550	-	100%	-
Total Revenue	158,550	158,550	-	100%	-
Expenditures					
4500 - Occupancy Tax Expenditures	158,550	158,550	25,500	84%	45,000
General Capital Reserve Fund Surplus (Deficit)	-	-	(25,500)		(45,000)

Utility Fund FY24-25 First Quarter Financial Report

Revenue	Original Total Budget	Current Total Budget	YTD Activity	Percentage of Budget Remaining	YTD Activity & Encumbrances
3700 - Investment earnings	\$ 100,000	\$ 100,000	\$ 62,119	38%	\$ 62,119
5010 - Enterprise Charges for Services	10,198,957	10,198,957	2,807,986	72%	2,807,986
5020 - Enterprise Other Operating Revenues	621,040	621,040	160,770	74%	160,770
5500 - Nonoperating Revenues & Transfers	2,500	2,500	-	-	-
8150 - Transfers from Proprietary Funds	-	32,864		100%	
8500 - Proceeds of Debt	758,750	758,750	758,750	0%	758,750
9000 - Appropriated Fund Balance	2,325,402	4,663,591	-	-	-
Total Revenue	\$ 14,006,649	\$ 16,377,702	\$ 3,789,625	77%	\$ 3,789,625
Expenditures					
8100 - Admin, Meters and Billing	2,023,616	2,023,616	231,411	89%	395,525
8200 - Utility Maintenance	5,795,618	6,341,536	631,571	90%	1,872,550
8280 - Engineering	293,000	293,000	59,641	80%	293,000
8300 - Water Resource Recovery Facility	2,537,388	2,694,326	283,186	89%	533,218
9300 - Utility Non-Departmental	3,357,027	5,025,224	1,824,184	64%	1,825,534
Total Expenditures	\$ 14,006,649	\$ 16,377,702	\$ 3,029,992	81%	\$ 4,919,827
Utility Fund Surplus (Deficit)	\$ -	\$ -	\$ 759,633		\$ (1,130,202)

**Utility Capital Reserve Fund
FY24-25
First Quarter Financial Report**

	Original	Current		Percentage of	
Revenue	Total Budget	Total Budget	YTD Activity	Budget Remaining	YTD Activity & Encumbrances
3700 - Investment earnings	40,000	40,000	53,896	-35%	53,896
5500 - Enterprise Nonoperating Revenues	3,472,000	3,472,000	768,628	78%	768,628
9000 - Appropriated Fund Balance	5,500,000	7,012,136			
Total Revenue	9,012,000	10,524,136	822,524	92%	822,524
Expenditures					
8900 - Utility Capital Reserve	3,512,000	3,512,000	-	100%	-
9000 - Transfers	5,500,000	7,012,136		100%	-
Total Expenditures	9,012,000	10,524,136	-	100%	-
Utility Capital Reserve Fund Surplus (Deficit)	-	-	822,524		822,524



AGENDA ITEM #5F

DMDC Quarterly Report, First Quarter FY 24/25

Meeting Date

November, 4, 2024

Presenter

Laura Schaefer, DMDC Executive Director

Public Hearing

Yes ☐ No ☒

Summary

Downtown Mebane Development Corporation (DMDC) is submitting a First Quarter FY 24/25 Report for the Consent Agenda on its program operations as required in the Memorandum of Understanding between the City of Mebane and DMDC.

Background

Downtown Mebane is proud to be a designated North Carolina Main Street Community. The Downtown Mebane Development Corporation (DMDC), a 501(c)(3) nonprofit, was incorporated on July 21, 2022, to support Mebane's downtown revitalization.

On September 12, 2022, the Mebane City Council approved a Memorandum of Understanding (MOU) with DMDC, formalizing the partnership between the nonprofit and the City, which holds the charter for the Mebane Main Street program.

As part of this agreement, DMDC provides quarterly updates to the City Council. This report represents the First Quarter of Fiscal Year 2024-2025.

Financial Impact

\$118,000 was appropriated within the current FY 24/25 budget to fund the Mebane Main Street program.

Recommendation

No action is required.

Suggested Motion

N/A

Attachments

1. DMDC Quarterly Report, First Quarter FY 24/25
2. National Main Street Accreditation Progress Update



1ST QUARTER FY 24/25 REPORT



Board of Directors



Sugaree Thornton
President
Clay Street Printing



Steve Krans
Junction on 70 &
Martinho's



Mayor Ed Hooks
Ex-Officio



Greg Payne
Vice President
Economic Leadership



Peyton Rice
Elegant Relic



Council Member Katie Burkholder
Ex-Officio



Kathryn Mathias
Treasurer
Impulsive Creativity



Ken Walker
REMAX Diamon Realty



Grace VandeVisser
Alamance County CVB
Ex-Officio



Teresa Dallas
The Curious Peddler



Sarah Williams
Habitat for Humanity



Aaron Davis
Mebane Recreation & Parks
Ex-Officio



Barbara Guttman
Red Hill Investments



Laura Schaefer
Executive Director



Community Vision Forum

DMDC hosted a Community Vision Forum on October 9th, where 35 community members came together to share their vision for downtown. This was a special event where the community could share their voice and help shape the future of Downtown Mebane. It was an opportunity to share ideas, aspirations, and feedback as we work together to continue creating a downtown area that reflects the needs and desires of our community.



+ 16

Volunteer Base Growth: Gained 16 new volunteer committee members and expanded volunteer engagement and participation.



Forum Results - Community Engagement & Inclusivity



Connectivity

- Walkability to downtown (lack of sidewalks in areas like E. Brown St & Lebanon Rd)
- Need for bike paths and connection/signage to the community park.
- Signs to parking areas (+7)



Public Facilities

- Public restrooms are needed (+9).
- Designated area for Farmers Market, food trucks, and bathrooms (+3).



Downtown Improvements

- Downtown sidewalks need directional signage, art, and educational info.
- Crosswalks need "walk now" signals.
- More short-term and handicapped parking.
- Better lighting and safety/security programs (safe walk/ride with police assistance).
- Wayfinding with cartoonish maps.





Forum Results - Community Engagement & Inclusivity



Family & Inclusivity

- Playgrounds and pocket parks downtown for families and children.
- Awareness of sensory issues (consider for movie nights and events).
- Encourage minority business ownership.
- Use the Veterans Garden for cultural activities.
- Downtown venues for music, theater, and art.



Welcoming Environment

- Ensure the downtown area is welcoming to all, addressing concerns about diversity and local history.
- Welcoming efforts for the Latino population (Spanish menus, ESL classes, basic Spanish for residents).
- Engage new residents through welcome packages distributed via real estate agents.
- Promote downtown at key locations (Buc-ee's, Tanger Outlets, hotels, soccer fields).





Forum Results - Historical Preservation



Tours & Exhibits

- Ghost/Folklore Tour (+9).
- Day in the Life Tours
- QR codes for a building tour with video clips (+6).
- Aesthetic kiosks for historical information (+6).
- Temporary exhibits on historical figures.
- Display of artifacts from Mebane's car dealerships.
- Historical "passport" with video clips and a fact sheet.
- Information provided in English/Spanish/Written/Audio



Prominent Ideas

- Bringing the train depot history to life.
- "Mebane Mile" historical walk.
- Murals showing what used to be in various locations (e.g., Byrd's at Buffalo Lanes).





Forum Results - Small Business & Nightlife



Business Hours & Activities

- Later business hours and more events downtown (+7).
- Music played on speakers downtown (+7).
- Close 4th Street to through traffic, allowing for seating (+6).
- Yoga/Pilates studio downtown (+7).



Promotions & Events

- More live music at night (+7).
- Digital sign downtown for events (+5).
- Chalk activities for children/families outside of businesses (+5).
- More advertising, especially across the railroad tracks (+6).
- Focus on lighting improvements and signage for parking and new developments.





Forum Results - Public Art



Art Installations

- Consistent art displays throughout town, especially around the train theme (+10).
- Corporate sponsorship for lights and planters (+6).
- Art district signage (+5).
- Painting Crosswalks



Inclusion & Engagement

- Inclusion through community-driven art projects.
- Removable art (e.g., chalk, window displays) that lead to community events.
- Use of art for wayfinding and creating a sense of safety.





Forum Results - Leisure & Recreation



Walkability & Accessibility

- More sidewalks for improved safety and walkability (+10).
- Multi-level parking structures for downtown events (+7).
- Scavenger hunts to engage the community (+5).



Bike Friendly Initiatives

- More bike trails, signage, and connections between residential areas and downtown.
- Maps linking the community park to downtown.



Health & Fitness

- Health systems promoting physical activity in downtown events.
- More Mebfit wellness/fitness classes downtown.



Event Infrastructure

- A permanent structure for concerts and events.
- Events targeted toward single adults.
- Better event marketing, especially for different music genres and audiences.





Organization Updates

To maintain our NC Main Street accreditation, training sessions and reports are required each year. Trainings and reports this quarter included:

- Orientation
- Organization Workshop
- Design Workshop
- Making Your Business a Destination
- Directors Conference

Reports: Statistics Report submitted in July

Per our MOU we completed our annual audit as of 10/18, and have completed our Form 990.





New Business Downtown

We celebrated something special—a new addition to our growing downtown family! Downtown Mebane is known for its tight-knit community, and we're so excited to welcome Austin Smith and Shuffle N Roll to this incredible space. For those of you who may not know, the Downtown Mebane Development Corporation is a nonprofit dedicated to revitalizing and growing our downtown. Nothing makes us happier than seeing passionate entrepreneurs like Austin choose Mebane as their home for new ventures.

It's businesses like Shuffle N Roll that add vibrancy, connection, and creativity to our community, making downtown a welcoming place for both residents and visitors alike.

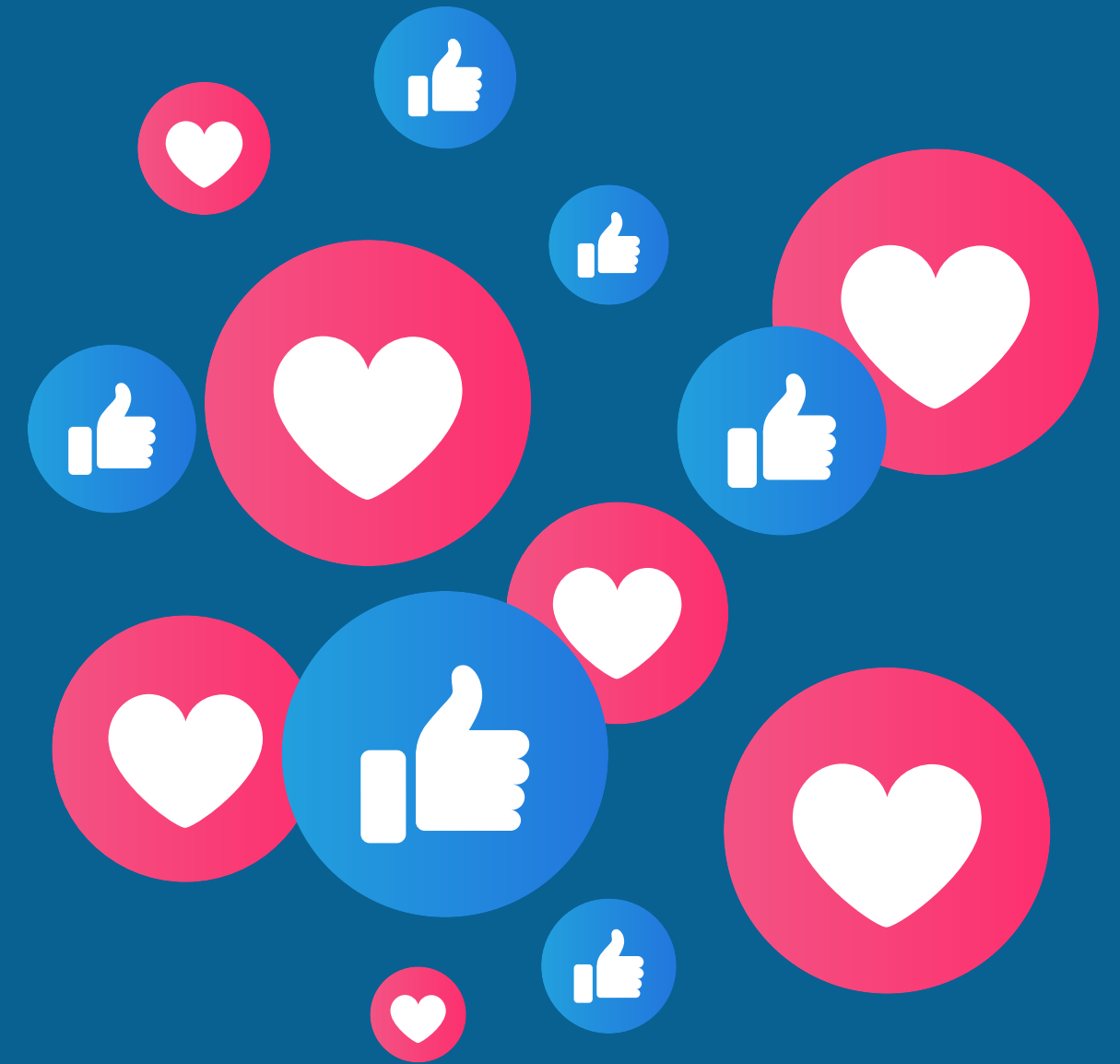
Austin's journey, from starting Mebane Game Nights to opening Shuffle N Roll, shows his dedication to bringing people together through the love of tabletop gaming. We're thrilled to have a space like this where people can gather, connect, and enjoy games in a fun and welcoming environment.





Branding, Marketing & Communication

- Mebane on the Mic Participation:
 - Episode 13: A New Perspective for DMDC - [Listen Here](#)
 - Episode 15: Flavors of Fall - [Listen Here](#)
- Social Media Growth:
 - Ended the quarter with 2,698 total Facebook followers, a 9.8% increase.
 - Ended the quarter with 1,017 total Instagram Followers
- E-Newsletter Stats: 448 active subscribers - 536 total opt-ins





The Downtown Update - Video Series

The "Downtown Update" video series was launched to enhance visibility and engagement around our downtown projects, businesses, and events. Designed as an accessible and informative resource, the series provides the community with timely updates on new initiatives, upcoming events, and ongoing projects. By featuring local news and event highlights, it aims to foster stronger connections between the public and downtown, while also promoting increased foot traffic to local businesses. The series has quickly become a vital tool in keeping residents informed, driving community participation, and supporting the overall growth and vibrancy of our downtown area.





Downtown Update Video Series

You can view the videos on our Facebook page and they are also hosted on Youtube here:

<https://www.youtube.com/@VisitDowntownMebane>

8329

Combined we have had over 8329 plays so far on Facebook.





Email Newsletter

We recently launched a weekly email newsletter to keep the community informed and engaged with downtown events and news. This newsletter provides subscribers with timely updates on upcoming activities, project developments, and opportunities to get involved with downtown initiatives. With 448 active subscribers, the newsletter has become an effective way to reach a wide audience, encouraging participation in events and driving foot traffic to local businesses. It serves as a direct line of communication, ensuring that residents stay connected and involved with the ongoing revitalization of our downtown area.



www.VisitDowntownMebane.com

DOWNTOWN UPDATES



PRESENTS.....





Branding, Marketing & Communication



We received a grant through the Alamance County Tourism Development Authority. We used part of the funding for a commercial that aired through WFMY.

[click here to watch](#)

Display					
Impressions		37,887	37,917	38,445	37,888
Hours Watched		314	314	315	310
VCR		99.53%	99.37%	98.46%	98.21%
Frequency		3.4	3.1	1.49	1.88

Impressions: a metric that counts how many times an ad, post, or web page is displayed to a user

VCR = Video Completion Rate



Branding, Marketing & Communication

We also used the same grant for advertising on Google.

Paid Ads				
Google		Downtown Me	Escape to Meb	Stay in Mebane
Impressions		64,787	251,681	320,092
Clicks		1,760	4,984	5,079
CPC		\$0.34	\$0.26	\$0.12
% on Mobile		92.46%	92.58%	74.98%
Main Age Group		14.7k to 18-24	46.6k to 25-34	98.7k to 65+
Spent		\$606.71	\$1,298.12	\$620.61



Branding, Marketing & Communication

We also used the same grant for advertising on Facebook & Instagram. These ads featured downtown events.

Facebook		Video Promo		
Reach		31,584	28,610	9,904
Engagement		28,827	676	8,966
Link Clicks		92	606	
Plays		9,120	N/A	8,966
Audience		50% age 65+	50% age 65+	45% age 65+
		25% age 55-64	25% age 55-64	36% 55-64

Instagram		Video Promo		
Reach				11,243
Link Clicks				446
Audience				45% 25-34
				32% 35-44

**DOWNTOWN
MEBANE**
**OCT
EVENTS**

**A NIGHT IN
STARS HOLLOW**
OCTOBER 11 - 5-9PM
Experience all things
Gilmore Girls

NIGHT MARKET
OCTOBER 11 - 5-9PM
A fun evening of music,
food, and local artists

MUSICAL CHAIRS
OCTOBER 11 - 7-9PM
Raleigh band HatchBack
will light up the stage

SPOOKTACULAR
OCTOBER 26 - 11AM-2PM
The best Halloween
celebration around.

Advocacy & Collaboration

- Advocacy Efforts: Continued sharing key information with downtown businesses and property owners.
- Meeting Coordination: Facilitated collaborative meetings between Recreation & Parks, Downtown Merchants, and DMDC to discuss maximizing event planning.



Event Statistics

AutumnFest

7000 attendees

A Night in Stars Hollow

7600 attendees

Advocacy & Collaboration

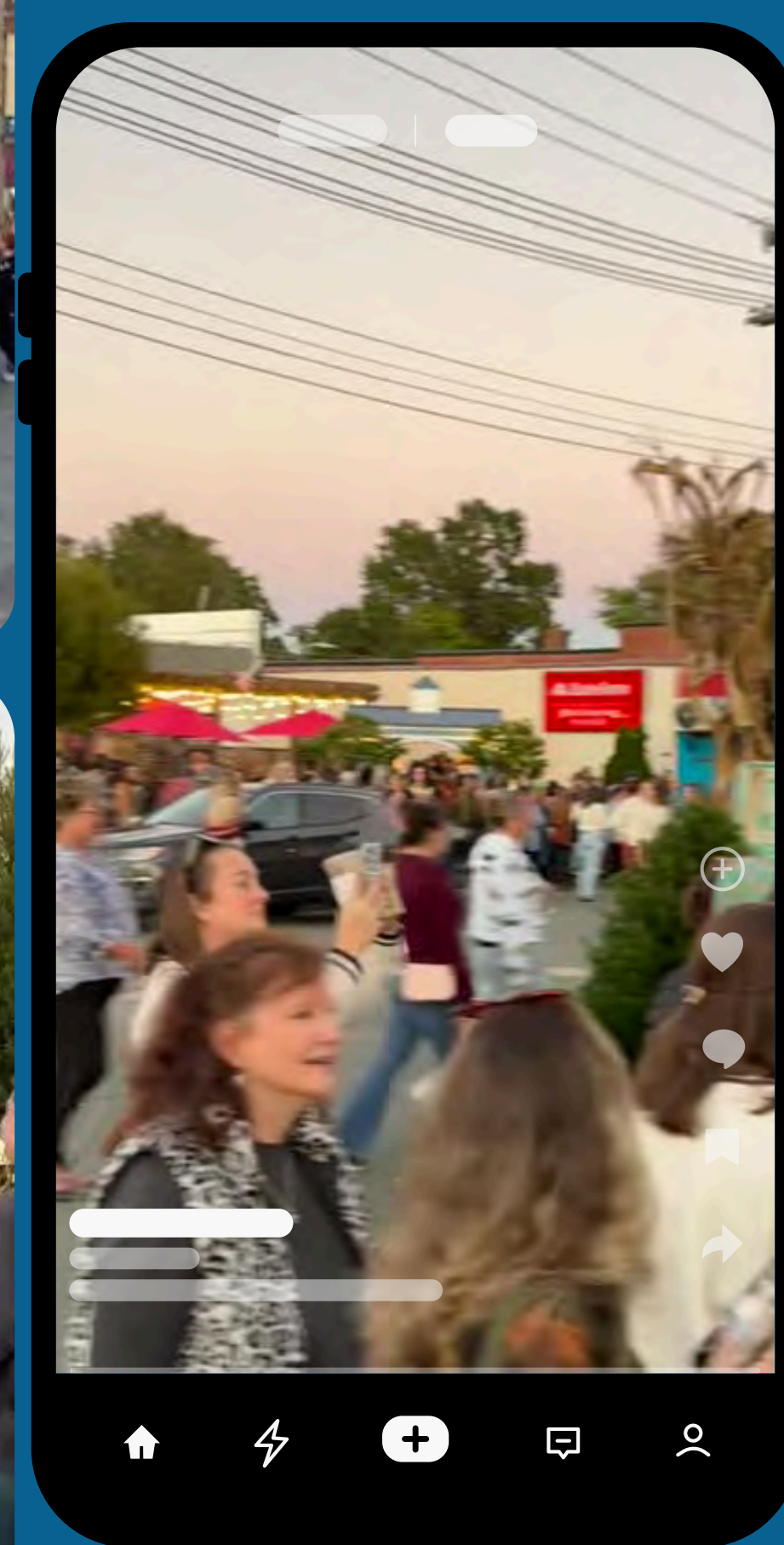
Events we contributed to include:

- A Night in Stars Hollow
- Mebane Night Market
- AutumnFest
- Flavors of Fall
- Third Annual Trunk or Treat
- Rotary Club Annual Chili Cook Off





A NIGHT IN STARS HOLLOW



7600 People Downtown
October 11
4pm - 9pm



Event Update

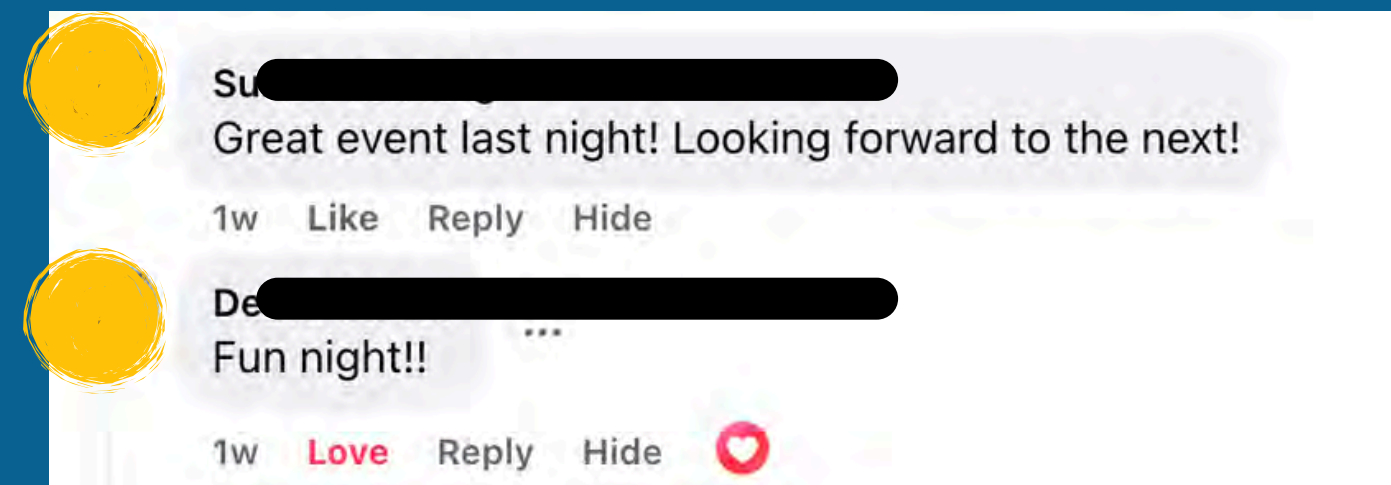
A Night in Stars Hollow

Downtown Mebane transformed into our very own Stars Hollow, and it was an unforgettable experience! From the lively night market to the amazing concert by Hatchback and music by Keith and Carri, and of course, Gilmore Girls episodes playing in the background—our community truly came together to create something special.

This night was a collaboration in the truest sense of the word.

- The downtown Merchants planned the Mebane Night Market and An Evening in Stars Hollow.
- The Recreation & Parks Department, the Arts Council, and the MBA sponsored a concert by Hatchback. Also, the Recreation and Parks team provided a screening of the Gilmore Girls episodes.
- Clay Street Printing sponsored Keith and Carry to play on Clay Street during the event.
- DMDC contributed to the event and promoted through digital advertising, email campaigns, and social media posts.

RESULT - 7600 visitor downtown





Upcoming Events

Spooktacular	October 26
Downtown Holiday Reveal	November 1
Farmer's Market	November 2 & 9
Jingle Mingle	November 22
Tree Lighting	November 23
Shop Small	November 30
Mebane Parade	December 6
Dashing Through Downtown	December 14
Reindeer Run	December 15
Back to December	December 28
It's Snowing in Mebane - December 6, 14, 20, 21	





Thank You

info@VisitDowntownMebane.com

336-269-6154

VisitDowntownMebane.com



From: [Preston Mitchell](#)
To: [Stephanie Shaw](#)
Subject: FW: Update on National Main Street Accreditation Progress
Date: Thursday, October 24, 2024 2:17:35 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

From: Laura Schaefer <mainstreet@cityofmebane.com>
Sent: Thursday, October 24, 2024 12:55 PM
To: Preston Mitchell <pmitchell@cityofmebane.com>
Cc: Sugaree Thornton <sugboog77@gmail.com>; Greg Payne Payne <greg@econleadership.com>; Kathryn Mathias <kathjberry@gmail.com>
Subject: Update on National Main Street Accreditation Progress

Preston -

I wanted to provide an update on the Downtown Mebane Development Corporation's (DMDC) progress toward achieving National Main Street Accreditation, a goal identified by City Council for the second year of the program.

DMDC completed its first year on June 30, 2024, and we are now in our second year. The Annual Assessment, which will determine if we meet the Accreditation Standards, is due on January 17, 2025. We will submit our application this year with the aim of achieving accreditation. Our ultimate goal is to obtain full accreditation after completing year two of the program, with the submission in January 2026.

We are committed to meeting the necessary standards and will keep you and City Council

informed as we work toward this important milestone.

Please let me know if you have any questions or need additional information.

Best,
Laura

Laura Schaefer
Executive Director
Downtown Mebane Development Corp.
336-269-6154
www.VisitDowntownMebane.com



AGENDA ITEM #5G

DMDC Audit Report for FY ending June 30, 2024

Meeting Date

November 4, 2024

Presenter

Laura Schaefer, DMDC Executive Director

Public Hearing

Yes ☐ No ☒

Summary

Downtown Mebane Development Corporation (DMDC) is submitting annual audited financial statements as required in the Memorandum of Understanding between the City of Mebane and DMDC.

Background

Downtown Mebane is proud to be a designated North Carolina Main Street Community. The Downtown Mebane Development Corporation (DMDC), a 501(c)(3) nonprofit, was incorporated on July 21, 2022, to support Mebane's downtown revitalization.

On September 12, 2022, the Mebane City Council approved a Memorandum of Understanding (MOU) with DMDC, formalizing the partnership between the nonprofit and the City, which holds the charter for the Mebane Main Street program.

As part of this agreement, DMDC must present annual audited financial statements to the City. DMDC contracted with Duncan Ashe in Greensboro to perform the audit.

Financial Impact

\$118,000 was appropriated within the current FY 24/25 budget to fund the Mebane Main Street program.

Recommendation

No action is required.

Suggested Motion

N/A

Attachments

1. DMDC Audited Financial Statements

DUNCAN ASHE, P.A.
7900 MCCLOUD RD, SUITE 101
GREENSBORO, NC 27409

DOWNTOWN MEBANE DEVELOPMENT CORPORATION
106 E WASHINGTON ST
MEBANE, NC 27302

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32

Caution: Forms printed from within Adobe Acrobat products may not meet IRS or state taxing agency specifications. When using Acrobat, select the "Actual Size" in the Adobe "Print" dialog.

CLIENT'S COPY

Duncan Ashe, P.A.
7900 McCloud Rd Suite 101
Greensboro, NC 27409

Downtown Mebane Development Corporation
106 E Washington St
Mebane, NC 27302

Downtown Mebane Development Corporation:

Enclosed is the organization's 2023 Exempt Organization return.

Specific filing instructions are as follows.

FORM 990 RETURN:

This return has qualified for electronic filing. After you have reviewed the return for completeness and accuracy, please sign, date and return Form 8879-TE to our office. We will transmit the return electronically to the IRS and no further action is required. Return Form 8879-TE to us by November 15, 2024.

A copy of the return is enclosed for your files. We suggest that you retain this copy indefinitely.

Sincerely,

W. Barth Ashe

TAX RETURN FILING INSTRUCTIONS

FORM 990

FOR THE YEAR ENDING

June 30, 2024

Prepared For:

Downtown Mebane Development Corporation
106 E Washington St
Mebane, NC 27302

Prepared By:

Duncan Ashe, P.A.
7900 McCloud Rd, Suite 101
Greensboro, NC 27409

Amount Due or Refund:

Not applicable

Make Check Payable To:

Not applicable

Mail Tax Return and Check (if applicable) To:

Not applicable

Return Must be Mailed On or Before:

Not applicable

Special Instructions:

This return has qualified for electronic filing. After you have reviewed the return for completeness and accuracy, please sign, date and return Form 8879-TE to our office. We will transmit the return electronically to the IRS and no further action is required. Return Form 8879-TE to us by November 15, 2024

Form 8879-TE

IRS E-file Signature Authorization
for a Tax Exempt Entity

OMB No. 1545-0047

For calendar year 2023, or fiscal year beginning JUL 1, 2023, and ending JUN 30, 2024

2023

Department of the Treasury
Internal Revenue ServiceDo not send to the IRS. Keep for your records.
Go to www.irs.gov/Form8879TE for the latest information.

Name of filer

DOWNTOWN MEBANE DEVELOPMENT CORPORATION

EIN or SSN

88-3879688

Name and title of officer or person subject to tax
KATHRYN MATHIAS
TREASURER

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a, or 10a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b, or 10b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

1a Form 990 check here	<input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b 145,399.
2a Form 990-EZ check here	<input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2b
3a Form 1120-POL check here	<input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b
4a Form 990-PF check here	<input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part V, line 5)	4b
5a Form 8868 check here	<input type="checkbox"/>	b Balance due (Form 8868, line 3c)	5b
6a Form 990-T check here	<input type="checkbox"/>	b Total tax (Form 990-T, Part III, line 4)	6b
7a Form 4720 check here	<input type="checkbox"/>	b Total tax (Form 4720, Part III, line 1)	7b
8a Form 5227 check here	<input type="checkbox"/>	b FMV of assets at end of tax year (Form 5227, Item D)	8b
9a Form 5330 check here	<input type="checkbox"/>	b Tax due (Form 5330, Part II, line 19)	9b
10a Form 8038-CP check here	<input type="checkbox"/>	b Amount of credit payment requested (Form 8038-CP, Part III, line 22)	10b

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☒ I am an officer of the above entity or ☐ I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2023 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☒ I authorize DUNCAN ASHE, P.A. to enter my PIN 91025
ERO firm name Enter five numbers, but do not enter all zeros

as my signature on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax

Date

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

69206381547

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2023 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature DUNCAN ASHE, P.A. Date 10/18/24

ERO Must Retain This Form - See Instructions

Do Not Submit This Form to the IRS Unless Requested To Do So

For Privacy Act and Paperwork Reduction Act Notice, see instructions.

Form 8879-TE (2023)

LHA 302521 01-05-24

10041018 141928 500911.0

2023.04030 DOWNTOWN MEBANE DEVELOPME 500911.1

Form **990**Department of the Treasury
Internal Revenue Service**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2023Open to Public
Inspection**A** For the **2023** calendar year, or tax year beginning **JUL 1, 2023** and ending **JUN 30, 2024****B** Check if applicable:

- ☐ Address change
☐ Name change
☒ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization**DOWNTOWN MEBANE DEVELOPMENT CORPORATION**

Doing business as

Number and street (or P.O. box if mail is not delivered to street address)

106 E WASHINGTON ST

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

MEBANE, NC 27302**F** Name and address of principal officer: **KATHRYN MATHIAS****SAME AS C ABOVE****D** Employer identification number**88-3879688****E** Telephone number**336 269-6154****G** Gross receipts \$**145,399.****H(a)** Is this a group returnfor subordinates? ☐ Yes ☒ No**H(b)** Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions

H(c) Group exemption number**I** Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: **HTTPS://WWW.VISITDOWNTOWNMEBANE.COM/ABOUT-U****K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other**L** Year of formation: **2022****M** State of legal domicile: **NC****Part I Summary**

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: THE MISSION OF THE DOWNTOWN MEBANE DEVELOPMENT CORPORATION IS TO FACILITATE THE REVITALIZATION
	2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.
	3	Number of voting members of the governing body (Part VI, line 1a) 3
	4	Number of independent voting members of the governing body (Part VI, line 1b) 4
	5	Total number of individuals employed in calendar year 2023 (Part V, line 2a) 1
	6	Total number of volunteers (estimate if necessary) 0
	7a	Total unrelated business revenue from Part VIII, column (C), line 12 0.
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11 0.	
Revenue	8	Contributions and grants (Part VIII, line 1h) 38,570.
	9	Program service revenue (Part VIII, line 2g) 0.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d) 3.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) 11.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12) 0.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12) 38,573.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3) 0.
	14	Benefits paid to or for members (Part IX, column (A), line 4) 0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10) 33,153.
	16a	Professional fundraising fees (Part IX, column (A), line 11e) 61,530.
	b	Total fundraising expenses (Part IX, column (D), line 25) 0.
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e) 0.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25) 1,287.
Net Assets or Fund Balances	19	Revenue less expenses. Subtract line 18 from line 12 34,440.
	20	Total assets (Part X, line 16) 4,133.
	21	Total liabilities (Part X, line 26) 23,159.
	22	Net assets or fund balances. Subtract line 21 from line 20 9,516.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date
	KATHRYN MATHIAS, TREASURER Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature
	W. BARTH ASHE	10/18/24
Preparer Use Only	Firm's name	Firm's EIN
	DUNCAN ASHE, P.A.	27-1181547
Preparer Use Only	Firm's address	Phone no.
	7900 MCCLOUD RD, SUITE 101 GREENSBORO, NC 27409	336-285-6510

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

LHA For Paperwork Reduction Act Notice, see the separate instructions.

332001 12-21-23

Form **990** (2023)**SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION**

Part III Statement of Program Service AccomplishmentsCheck if Schedule O contains a response or note to any line in this Part III ☐**1** Briefly describe the organization's mission:

THE MISSION OF THE DOWNTOWN MEBANE DEVELOPMENT CORPORATION IS TO FACILITATE THE REVITALIZATION AND PRESERVATION OF HISTORIC DOWNTOWN MEBANE THROUGH AN INCLUSIVE COLLABORATION AND PARTNERSHIP WITH GREATER MEBANE.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses.

Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ **118,419.** including grants of \$) (Revenue \$)

THE MAIN STREET PROGRAM IS A NATIONAL PROGRAM THAT IS CARRIED OUT BY DOWNTOWN MEBANE DEVELOPMENT CORPORATION LOCALLY IN EFFORTS TO SPUR ECONOMIC DEVELOPMENT THAT ACHIEVES MEASURABLE RESULTS SUCH AS INVESTMENT, BUSINESS GROWTH, AND JOB CREATION. IN THIS YEAR, DOWNTOWN MEBANE DEVELOPMENT CORPORATION CONTRIBUTED TO THE OPENING OF 9 NEW BUSINESSES, 4 BUILDING REHAB PROJECTS, 56 NEW JOBS AND 3 FACADE IMPROVEMENTS

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)**4c** (Code:) (Expenses \$ including grants of \$) (Revenue \$)**4d** Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses **118,419.**

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	1 X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? See instructions	2 X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>	3	X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>	4	X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? <i>If "Yes," complete Schedule C, Part III</i>	5	X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>	6	X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>	7	X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>	8	X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>	9	X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>	10	X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	11a	X
b Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>	11b	X
c Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>	11c	X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>	11d	X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	11e	X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	11f	X
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	12a X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	12b	X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>	13	X
14a Did the organization maintain an office, employees, or agents outside of the United States?	14a	X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>	14b	X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>	15	X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>	16	X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I. See instructions</i>	17	X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	18	X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>	19	X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>	20a	X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b	
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>	21	X

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>	22	X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>	23	X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>	24a	X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b	
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c	
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d	
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>	25a	X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>	25b	X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>	26	X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>	27	X
28 Was the organization a party to a business transaction with one of the following parties? (See the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>	28a	X
b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>	28b	X
c A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>	28c	X
29 Did the organization receive more than \$25,000 in noncash contributions? <i>If "Yes," complete Schedule M</i>	29	X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>	30	X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>	31	X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>	32	X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>	33	X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>	34	X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a	X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>	35b	
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>	36	X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>	37	X
38 Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19?	38	X

Note: All Form 990 filers are required to complete Schedule O

Part V Statements Regarding Other IRS Filings and Tax ComplianceCheck if Schedule O contains a response or note to any line in this Part V ☐

	Yes	No
1a Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	0
b Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c	

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a 1		
b If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X	
3a Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a		X
b If "Yes," has it filed a Form 990-T for this year? <i>If "No" to line 3b, provide an explanation on Schedule O</i>	3b		
4a At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a		X
b If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
5a Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a		X
b Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b		X
c If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c		
6a Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a		X
b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b		
7 Organizations that may receive deductible contributions under section 170(c).			
a Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a		X
b If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b		
c Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c		X
d If "Yes," indicate the number of Forms 8282 filed during the year	7d		
e Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e		
f Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f		
g If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g		
h If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h		
8 Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8		
9 Sponsoring organizations maintaining donor advised funds.			
a Did the sponsoring organization make any taxable distributions under section 4966?	9a		
b Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b		
10 Section 501(c)(7) organizations. Enter:			
a Initiation fees and capital contributions included on Part VIII, line 12	10a		
b Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b		
11 Section 501(c)(12) organizations. Enter:			
a Gross income from members or shareholders	11a		
b Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b		
12a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a		
b If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b		
13 Section 501(c)(29) qualified nonprofit health insurance issuers.			
a Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a		
b Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b		
c Enter the amount of reserves on hand	13c		
14a Did the organization receive any payments for indoor tanning services during the tax year?	14a		X
b If "Yes," has it filed a Form 720 to report these payments? <i>If "No," provide an explanation on Schedule O</i>	14b		
15 Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.	15		X
16 Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16		X
17 Section 501(c)(21) organizations. Did the trust, or any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17		

Part VI Governance, Management, and Disclosure. For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI ☒

Section A. Governing Body and Management

	1a	1b	2	3	4	5	6	7a	7b	8a	8b	9	Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year	9													
If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.														
b Enter the number of voting members included on line 1a, above, who are independent		9												
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?			2											X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?				3										X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?					4									X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?						5								X
6 Did the organization have members or stockholders?							6							X
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?								7a						X
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?									7b					X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:														
a The governing body?										8a			X	
b Each committee with authority to act on behalf of the governing body?											8b		X	
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O												9		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	10a	10b	11a	12a	12b	12c	13	14	15a	15b	16a	16b	Yes	No
10a Did the organization have local chapters, branches, or affiliates?	10a													X
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		10b												
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?			11a										X	
b Describe on Schedule O the process, if any, used by the organization to review this Form 990.														
12a Did the organization have a written conflict of interest policy? If "No," go to line 13				12a										X
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?					12b									
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done						12c								
13 Did the organization have a written whistleblower policy?							13							X
14 Did the organization have a written document retention and destruction policy?								14						X
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?														
a The organization's CEO, Executive Director, or top management official									15a					X
b Other officers or key employees of the organization										15b				X
If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.														
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?											16a			X
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?												16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed **NONE**

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records

KATHRYN MATHIAS - 336-269-6154
106 EAST WASHINGTON STREET, MEBANE, NC 27302

Part VIII Statement of RevenueCheck if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e	144,337.				
	f All other contributions, gifts, grants, and similar amounts not included above ...	1f	1,051.				
	g Noncash contributions included in lines 1a-1f	1g	\$				
	h Total. Add lines 1a-1f						
Program Service Revenue			Business Code				
	2 a						
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f						
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			11.			11.
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
			(i) Real (ii) Personal				
	6 a Gross rents	6a					
	b Less: rental expenses ...	6b					
	c Rental income or (loss)	6c					
	d Net rental income or (loss)						
	7 a Gross amount from sales of assets other than inventory		(i) Securities (ii) Other				
	b Less: cost or other basis and sales expenses	7b					
	c Gain or (loss)	7c					
	d Net gain or (loss)						
	8 a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	8a					
	b Less: direct expenses	8b					
	c Net income or (loss) from fundraising events						
	9 a Gross income from gaming activities. See Part IV, line 19	9a					
	b Less: direct expenses	9b					
	c Net income or (loss) from gaming activities						
10 a Gross sales of inventory, less returns and allowances	10a						
b Less: cost of goods sold	10b						
c Net income or (loss) from sales of inventory							
Miscellaneous Revenue			Business Code				
	11 a						
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d						
12 Total revenue. See instructions			145,399.	0.	0.	11.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 ...				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	55,885.	55,885.		
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	952.	952.		
10 Payroll taxes	4,693.	4,693.		
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	17,881.	16,118.	1,763.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)				
12 Advertising and promotion	15,749.	15,749.		
13 Office expenses	7,031.	4,973.	2,058.	
14 Information technology				
15 Royalties				
16 Occupancy	232.	232.		
17 Travel	942.	942.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials ...				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	1,742.	1,742.		
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a WORK PLAN PROJECTS	14,738.	14,738.		
b DUES AND SUBSCRIPTIONS	2,395.	2,395.		
c				
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	122,240.	118,419.	3,821.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance SheetCheck if Schedule O contains a response or note to any line in this Part X ☐

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing		1	
	2 Savings and temporary cash investments	5,679.	2	22,018.
	3 Pledges and grants receivable, net		3	118,000.
	4 Accounts receivable, net	3,837.	4	
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges		9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a		
	b Less: accumulated depreciation	10b	10c	
	11 Investments - publicly traded securities		11	
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	
16 Total assets. Add lines 1 through 15 (must equal line 33)	9,516.	16	140,018.	
Liabilities	17 Accounts payable and accrued expenses		17	7,343.
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	0.
	26 Total liabilities. Add lines 17 through 25	0.	26	7,343.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	9,516.	27	14,675.
	28 Net assets with donor restrictions		28	118,000.
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	9,516.	32	132,675.
	33 Total liabilities and net assets/fund balances	9,516.	33	140,018.

Form 990 (2023)

Part XI Reconciliation of Net AssetsCheck if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	145,399.
2	Total expenses (must equal Part IX, column (A), line 25)	2	122,240.
3	Revenue less expenses. Subtract line 2 from line 1	3	23,159.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	9,516.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	100,000.
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	132,675.

Part XII Financial Statements and ReportingCheck if Schedule O contains a response or note to any line in this Part XII ☐

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	2a	X
b Were the organization's financial statements audited by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	2b	X
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? _____ If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	2c	X
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F? _____	3a	X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits _____	3b	

Form 990 (2023)

Department of the Treasury
Internal Revenue Service

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

DOWNTOWN MEBANE DEVELOPMENT CORPORATION

Employer identification number

88-3879688

Part I	Reason for Public Charity Status. (All organizations must complete this part.) See instructions.
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The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)
- 3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 ☐ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
- a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
- b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
- c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
- d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
- e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f Enter the number of supported organizations _____
- g Provide the following information about the supported organization(s). _____

g Provide the following information about the supported organization(s).						
(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")				38,570.	245,388.	283,958.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3				38,570.	245,388.	283,958.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						283,958.

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
7 Amounts from line 4				38,570.	245,388.	283,958.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources				3.	11.	14.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						283,972.
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

Section C. Computation of Public Support Percentage

14 Public support percentage for 2023 (line 6, column (f), divided by line 11, column (f))	14	100.00	%
15 Public support percentage from 2022 Schedule A, Part II, line 14	15		%
16a 33 1/3% support test - 2023. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization			<input checked="" type="checkbox"/>
b 33 1/3% support test - 2022. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization			<input type="checkbox"/>
17a 10% -facts-and-circumstances test - 2023. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization			<input type="checkbox"/>
b 10% -facts-and-circumstances test - 2022. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization			<input type="checkbox"/>
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions			<input type="checkbox"/>

Schedule A (Form 990) 2023

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2023 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2022 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2023 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2022 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2023. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐

b 33 1/3% support tests - 2022. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?		
11a		
b A family member of a person described on line 11a above?		
11b		
c A 35% controlled entity of a person described on line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI .		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
2		
3 By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		
3		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).			
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.			
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.			
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).			
2 Activities Test. Answer lines 2a and 2b below.			
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.			
2a			
b Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.			
2b			
3 Parent of Supported Organizations. Answer lines 3a and 3b below.			
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No" provide details in Part VI .			
3a			
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.			
3b			

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in Part VI*). **See instructions.**
All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (<i>explain in detail in Part VI</i>):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Schedule A (Form 990) 2023

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	1	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	3	
4 Amounts paid to acquire exempt-use assets	4	
5 Qualified set-aside amounts (prior IRS approval required - <i>provide details in Part VI</i>)	5	
6 Other distributions (<i>describe in Part VI</i>). See instructions.	6	
7 Total annual distributions. Add lines 1 through 6.	7	
8 Distributions to attentive supported organizations to which the organization is responsive (<i>provide details in Part VI</i>). See instructions.	8	
9 Distributable amount for 2023 from Section C, line 6	9	
10 Line 8 amount divided by line 9 amount	10	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2023	(iii) Distributable Amount for 2023
1 Distributable amount for 2023 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2023 (reasonable cause required - <i>explain in Part VI</i>). See instructions.			
3 Excess distributions carryover, if any, to 2023			
a From 2018			
b From 2019			
c From 2020			
d From 2021			
e From 2022			
f Total of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2023 distributable amount			
i Carryover from 2018 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2023 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2023 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2023, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
6 Remaining underdistributions for 2023. Subtract lines 3h and 4b from line 1. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
7 Excess distributions carryover to 2024. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2019			
b Excess from 2020			
c Excess from 2021			
d Excess from 2022			
e Excess from 2023			

Schedule A (Form 990) 2023

Part VI

Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information.
(See instructions.)

Area for supplemental information with horizontal lines.

Schedule B
(Form 990)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Attach to Form 990, 990-EZ, or 990-PF.
Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2023

Name of the organization

DOWNTOWN MEBANE DEVELOPMENT CORPORATION

Employer identification number

88-3879688

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

☒ 501(c)(3) (enter number) organization

☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

☐ 527 political organization

Form 990-PF

☐ 501(c)(3) exempt private foundation

☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation

☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

☐ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

☒ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year \$

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

For Paperwork Reduction Act Notice, see the instructions for Form 990, 990-EZ, or 990-PF.

Schedule B (Form 990) (2023)

Name of organization	Employer identification number
DOWNTOWN MEBANE DEVELOPMENT CORPORATION	88-3879688

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	CITY OF MEBANE 106 EAST WASHINGTON STREET MEBANE, NC 27302	\$ 134,602.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	ALAMANCE COUNTY TOURISM DEVELOPMENT AUTHORITY 200 SOUTH MAIN STREET BURLINGTON, NC 27215	\$ 9,735.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization	Employer identification number
DOWNTOWN MEBANE DEVELOPMENT CORPORATION	88-3879688

Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of **\$1,000 or less** for the year. (Enter this info. once.) \$ _____
Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee

SCHEDULE D
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990,
Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.

Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public
Inspection

Name of the organization

DOWNTOWN MEBANE DEVELOPMENT CORPORATION

Employer identification number

88-3879688

Part I

Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Part II

Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
☐ Preservation of land for public use (for example, recreation or education) ☐ Preservation of a historically important land area
☐ Protection of natural habitat ☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included on line 2a	2c
d Number of conservation easements included on line 2c acquired after July 25, 2006, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year

4 Number of states where property subject to conservation easement is located

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?

☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

8 Does each conservation easement reported on line 2d above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?

☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III

Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items.

(i) Revenue included on Form 990, Part VIII, line 1

(ii) Assets included in Form 990, Part X

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1

b Assets included in Form 990, Part X

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule D (Form 990) 2023

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply).

a ☐ Public exhibition

d ☐ Loan or exchange program

b ☐ Scholarly research

e ☐ Other _____

c ☐ Preservation for future generations

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets

to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian, or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

	Amount
c Beginning balance	1c
d Additions during the year	1d
e Distributions during the year	1e
f Ending balance	1f

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII ☐

Part V Endowment Funds Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment _____ %

b Permanent endowment _____ %

c Term endowment _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

(i) Unrelated organizations? ☐ Yes ☐ No

(ii) Related organizations? ☐ Yes ☐ No

b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? ☐ Yes ☐ No

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment				
e Other				

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, line 10c, column (B)) 0.

Schedule D (Form 990) 2023

Part VII Investments - Other Securities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, line 12, col. (B))		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, line 13, col. (B))		

Part IX Other Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, line 15, col. (B))	

Part X Other Liabilities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

(a) Description of liability	(b) Book value
1. (1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, line 25, col. (B))	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ... ☐

Schedule D (Form 990) 2023

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements	1	149,359.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains (losses) on investments	2a	
b	Donated services and use of facilities	2b	
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIII.)	2d	3,960.
e	Add lines 2a through 2d	2e	3,960.
3	Subtract line 2e from line 1	3	145,399.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	0.
5	Total revenue. Add lines 3 and 4c . (This must equal Form 990, Part I, line 12.)	5	145,399.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements	1	126,200.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a	
b	Prior year adjustments	2b	
c	Other losses	2c	
d	Other (Describe in Part XIII.)	2d	3,960.
e	Add lines 2a through 2d	2e	3,960.
3	Subtract line 2e from line 1	3	122,240.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	0.
5	Total expenses. Add lines 3 and 4c . (This must equal Form 990, Part I, line 18.)	5	122,240.

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART XI, LINE 2D - OTHER ADJUSTMENTS:

DONATED OFFICE SPACE

PART XII, LINE 2D - OTHER ADJUSTMENTS:

DONATED OFFICE SPACE

SCHEDULE O
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.
Attach to Form 990 or Form 990-EZ.
Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2023

Open to Public
Inspection

Name of the organization

DOWNTOWN MEBANE DEVELOPMENT CORPORATION

Employer identification number

88-3879688

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

AND PRESERVATION OF HISTORIC DOWNTOWN MEBANE THROUGH AN INCLUSIVE
COLLABORATION AND PARTNERSHIP WITH GREATER MEBANE.

FORM 990, PART VI, SECTION B, LINE 11B:

THE BOARD OF DIRECTORS REVIEWS AND APPROVES THE TAX RETURN PRIOR TO FILING

FORM 990, PART VI, SECTION C, LINE 19:

RECORDS ARE AVAILABLE AT ENTITY'S OFFICE OF RECORD



Downtown Mebane Development Corporation

Financial Statements

June 30, 2024

Downtown Mebane Development Corporation

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Downtown Mebane Development Corporation
Mebane, North Carolina

Opinion

We have audited the accompanying financial statements of Downtown Mebane Development Corporation (a nonprofit organization), which comprise the statements of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Downtown Mebane Development Corporation as of June 30, 2024, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Downtown Mebane Development Corporation and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Downtown Mebane Development Corporation's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Downtown Mebane Development Corporation's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Downtown Mebane Development Corporation's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Dennis Ashe, P.A.

Greensboro, North Carolina
October 17, 2024

Downtown Mebane Development Corporation
Statement of Financial Position
June 30, 2024

Assets

Current assets:

Cash and cash equivalents	\$ 22,018
Appropriation receivable	<u>118,000</u>
Total current assets	<u>140,018</u>
Total assets	<u><u>\$ 140,018</u></u>

Liabilities and Net Assets

Current liabilities:

Accounts payable	\$ <u>7,343</u>
Total current liabilities	<u>7,343</u>
Total liabilities	<u>7,343</u>

Net assets:

Net assets without donor restrictions	14,675
Net assets with donor restrictions	<u>118,000</u>
Total net assets	<u>132,675</u>
Total liabilities and net assets	<u><u>\$ 140,018</u></u>

The accompanying notes are an integral part of the financial statements.

Downtown Mebane Development Corporation
Statement of Activities
Year Ended June 30, 2024

4

	Without Donor Restrictions	With Donor Restrictions	Total
Revenues, gains and other support:			
City of Mebane	\$ 16,602	118,000	\$ 134,602
Alamance County Tourism	9,735	-	9,735
Contributions	1,051	-	1,051
In-kind rent	3,960	-	3,960
Interest	11	-	11
Net assets released from restriction	<u>100,000</u>	<u>(100,000)</u>	<u>-</u>
 Total revenues	 <u>131,359</u>	 <u>18,000</u>	 <u>149,359</u>
 Functional expenses:			
Program services	118,419	-	118,419
Management and general	7,781	-	7,781
Fundraising	<u>-</u>	<u>-</u>	<u>-</u>
 Total functional expenses	 <u>126,200</u>	 <u>-</u>	 <u>126,200</u>
 Change in net assets	 5,159	 18,000	 23,159
 Net assets - beginning of year	 <u>9,517</u>	 <u>100,000</u>	 <u>109,517</u>
 Net assets - end of year	 <u>\$ 14,675</u>	 <u>118,000</u>	 <u>\$ 132,675</u>

The accompanying notes are an integral part of the financial statements.

Downtown Mebane Development Corporation
Statement of Functional Expenses
Year Ended June 30, 2024

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	Program Services	Management and General	Fundraising	Totals
Salaries	\$ 48,692	-	-	\$ 48,692
Employee benefits	12,838	-	-	12,838
Total salaries and related expenses	61,530	-	-	61,530
Insurance	1,742	-	-	1,742
Rent (in-kind)	-	3,960	-	3,960
Legal and professional fees	16,119	1,763	-	17,882
Advertising expenses	15,749	-	-	15,749
Work plan projects	14,738	-	-	14,738
Office supplies and expense	2,634	2,058	-	4,692
Travel	942	-	-	942
Dues and subscriptions	2,395	-	-	2,395
Other expenses	2,570	-	-	2,570
Total functional expenses	\$ 118,419	7,781	-	\$ 126,200
Functional expenses by percent	94%	6%	0%	100%

The accompanying notes are an integral part of the financial statements.

Downtown Mebane Development Corporation
Statement of Cash Flows
Year Ended June 30, 2024

Cash flows from operating activities:	
Changes in net assets	\$ 23,159
(Increase) decrease in appropriations receivable	(18,000)
(Increase) decrease in accounts receivable - other	3,838
Increase (decrease) in accounts payable	<u>7,343</u>
Net cash provided (used) by operating activities	<u>16,340</u>
Net increase (decrease) in cash	16,340
Cash and cash equivalents, beginning of year	<u>5,679</u>
Cash and cash equivalents, end of year	<u><u>\$ 22,018</u></u>

The accompanying notes are an integral part of the financial statements.

Downtown Mebane Development Corporation
Notes to Financial Statements
June 30, 2024

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Downtown Mebane Development Corporation (the "Organization") is a North Carolina non-profit organization located in Mebane. The Organization serves to facilitate the revitalization and preservation of historic Downtown Mebane through an inclusive collaboration and partnership with greater Mebane. The Organization was formed on July 21, 2022.

Basis of Accounting

The financial statements of the Organization have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts and disclosures at the date of the financial statements. Accordingly, actual results could differ from those estimates.

Net Assets without Donor Restrictions

Net assets without donor restrictions are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. The Organization's board may designate assets without restrictions for specific operational purposes.

Net Assets with Donor Restrictions

Net assets with donor restrictions are subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Concentration of Revenue

During the year ended, the Organization received significant direct support and in-kind from the City of Mebane amounting to 79% of total receipts, respectively. The ability of the Organization to continue operations at the current level is dependent upon continuing future support from the City.

Contributions and Other Revenue

In accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 606, Revenue from Contracts with Customers ("ASC 606"), Downtown Mebane Development Corporation recognizes revenue when control of the promised goods or services are transferred to outside parties in an amount that reflects the consideration Downtown Mebane Development Corporation expects to be entitled to in exchange for those goods or services. Program and service fees are recognized as revenue as the services are provided.

Downtown Mebane Development Corporation recognizes revenue from grants and contracts in accordance with Accounting Standards Update (ASU) 2018-08, Not-For-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made. In accordance with ASU 2018-08, Downtown Mebane Development Corporation evaluates whether a transfer of assets is (1) an exchange transaction in which a resource provider is receiving commensurate value in return for the resources transferred or (2) a contribution. If the transfer of assets is determined to

Downtown Mebane Development Corporation
Notes to Financial Statements
June 30, 2024

be an exchange transaction, Downtown Mebane Development Corporation applies guidance under ASC 606. If the transfer of assets is determined to be a contribution, the Organization evaluates whether the contribution is conditional based upon whether the agreement includes both (1) one or more barriers that must be overcome before the Organization is entitled to the assets transferred and promised and (2) a right of return of assets transferred or a right of release of a promisor's obligation to transfer assets.

Contributions are recorded as without donor restriction or with donor restriction depending on the existence or nature of any donor restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restrictions expire in the fiscal year in which the contributions are recognized. Contributions are recorded as revenue when a promise to give is received or the transfer of assets is received.

The Organization also features other sources of revenue including special event revenue, restaurant/kiosk rental revenue, sponsorship, and programming. Revenues from these sources are recognized as the events occur.

Cash and Cash Equivalents

Cash and cash equivalents consist of monies on deposit at financial institutions. The Organization considers all highly liquid debt instruments purchased with a maturity of three (3) months or less to be cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances based on an annual evaluation of uncollected accounts. Bad debts are provided for using the allowance method. Management's review of outstanding balances as of June 30, 2024 indicated that no allowance for doubtful accounts was required.

Advertising

The Organization's policy is to expense the cost of advertising as it is incurred. Total advertising cost was \$15,749 for the year ended June 30, 2024.

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and, therefore, no provision for income taxes has been made in the accompanying consolidated financial statements.

The Organization records liabilities for income tax positions taken or expected to be taken when those positions are deemed uncertain to be upheld in an examination by taxing authorities. As of June 30, 2024, the tax year ended June 30, 2023, is open for potential examination by taxing authorities. No liabilities for uncertain income tax positions were recorded as of June 30, 2024.

Functional Allocation of Expenses

The costs of providing the various programs and activities have been summarized on a functional basis in the statements of activities. Operating expenses are allocated to specific functions based on direct expenses incurred. Any expense not directly chargeable to a specific function is allocated based on indirect cost allocation.

Downtown Mebane Development Corporation
Notes to Financial Statements
June 30, 2024

Appropriations and Promises to Give

Pledges receivable and appropriations are recognized when a donor makes a promise that is, in substance, unconditional to give cash or property to the Organization. Promises to give are recorded at their estimated fair value and are due within the next year. All promises to give are reflected at present value as they are all current in nature. The Organization periodically evaluates the balances of any significant past due amounts to determine if any balances are uncollectible.

2. CONCENTRATION OF RISK

The Organization places deposits with high-quality financial institutions that may be in excess of the federally insured amount of \$250,000. The Organization has not experienced any financial loss related to such deposits. The Organization did not possess funds in excess of FDIC limits as of June 30, 2024.

3. AVAILABILITY AND LIQUIDITY

The Organization's financial assets available within one year of June 30, 2024 for general expenditures are as follows:

Cash and cash equivalents	\$ 22,018
Appropriations receivable	<u>118,000</u>
Total financial assets available within one year	140,018
Less:	
Amounts subjected to time restrictions	<u>(118,000)</u>
Total amounts available for general expenditures within one year	<u><u>\$ 22,018</u></u>

The Organization is primarily supported by the City of Mebane and private donations. As some of the private donations restrict the use of the donation for use in a specific manner, the Organization maintains sufficient resources to meet those responsibilities. As part of the Organization's liquidity management, it invests in cash or similar liquid assets that can be available as its operating expenditures, liabilities, and other obligations become due.

4. PLEDGES RECEIVABLE

Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their future cash flows.

The value of appropriations receivable for June 30, 2024, after allowances for uncollectible pledges, was determined by discounting the expected future cash flows by an appropriate rate of return for similar terms of pledges receivable, which approximates fair value.

City of Mebane Appropriation due in less than one year	\$ <u><u>118,000</u></u>
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5. DONATED GOODS AND SERVICES

For fiscal year June 30, 2024, donated goods and services in the financial statements were:

Office space	\$ <u><u>3,960</u></u>
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Downtown Mebane Development Corporation
Notes to Financial Statements
June 30, 2024

6. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are restricted for the following purposes or periods at September 30:

City of Mebane - time restriction	\$ <u>118,000</u>
-----------------------------------	-------------------

7. SUBSEQUENT EVENTS

Management has evaluated subsequent events through October 17, 2024, when these financial statements were available to be issued. Other than the events described in the following paragraphs, management is not aware of any other significant events that occurred subsequent to June 30, 2024, but prior to the issuance of this report, that would have a material impact on the financial statements.



AGENDA ITEM #5H

2025 Council Meeting Calendar

Meeting Date

November 4, 2024

Presenter

Preston Mitchell, Interim City Manager

Public Hearing

Yes ☐ No ☒

Summary

In preparation for the upcoming calendar year, the staff has presented the proposed City Council meetings calendar for adoption.

Background

A draft calendar was presented at the October meeting and has since been revised per the Council's feedback.

Financial Impact

N/A

Recommendation

Staff recommends that the Council adopt the 2025 Council Meeting Calendar as presented.

Suggested Motion

I move to adopt the 2025 Council Meeting Calendar as presented.

Attachments

1. 2025 Council Meeting Calendar

City of Mebane

2025 Regular Meetings and FY 2025-2026 Budget Calendar

Monday, January 6, 2025	Regular Meeting
Monday, February 10, 2025	Regular Meeting
Thursday, February 27, 2025	Budget Workshop
Monday, March 3, 2025	Regular Meeting
Thursday, March 13, 2025	Budget Workshop
Thursday, March 20, 2025	Budget Workshop
Monday, April 7, 2025	Regular Meeting
Thursday, April 10, 2025	Budget Workshop
Monday, May 5, 2025	Regular Meeting
Monday, May 5, 2025	Manager's Recommended Budget
Monday, June 2, 2025	Regular Meeting
Monday, June 2, 2025	Public Hearing for Budget
Monday, July 7, 2025	Regular Meeting
Monday, August 4, 2025	Regular Meeting
Monday, September 8, 2025	Regular Meeting
Monday, October 6, 2025	Regular Meeting
Monday, November 3, 2025	Regular Meeting
Monday, December 1, 2025	Regular Meeting

revised 10.10.2024

AGENDA ITEM #6

Ordinance to Extend the Corporate Limits-
Voluntary Contiguous Annexation-
Tanner Built Homes- Mill Run- Mrs. White Lane

Meeting Date

November 4, 2024

Presenter

Lawson Brown, City Attorney

Public Hearing

Yes ☒ No ☐

Summary

The Council will consider the approval of an Ordinance to Extend the Corporate Limits as the next step in the annexation process. This is a voluntary contiguous annexation of +/- 10.01 acres in Alamance County on Mrs. White Lane. A residential subdivision is planned for this property.

Background

At the October 7, 2024, Council Meeting, the Council accepted the petition for annexation and the Clerk's certificate of sufficiency and adopted a Resolution setting a date of Public Hearing for November 4, 2024, to consider approval of extending Mebane's corporate limits. The Public Hearing Notice was properly advertised.

Financial Impact

The property and improvements will be added to the ad valorem tax base for the City once the property is annexed as determined by the state statute.

Recommendation

Staff recommends the adoption of an Ordinance to Extend the Corporate Limits of the City of Mebane, North Carolina.

Suggested Motion

I move to adopt an Ordinance to Extend the Corporate Limits of the City of Mebane, North Carolina to include the +/- 10.01 acres.

Attachments

1. Ordinance
2. Map

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE CITY OF MEBANE, NORTH CAROLINA

Mail after recording to: City of Mebane, Attn: City Clerk, 106 E. Washington Street, Mebane, NC 27302

Ordinance No. 174

WHEREAS, the City Council has been petitioned under G.S. 160A-31 to annex the area described below; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Glendel Stephenson Municipal Building at 6:00 p.m. on November 4, 2024, after due notice by the News of Orange on October 23, 2024, and the Alamance News on October 24, 2024; and

WHEREAS, the City Council finds that the petition meets the requirements of G.S. 160A-31;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Mebane, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Mebane as of November 4, 2024:

Beginning at a ¾" iron pipe in the southern R/W of S.R. 1918; Thence leaving S.R. 1918 and along the eastern boundary line of Alan & Ruth Haviland S 04°22'02" W A Distance of 111.11' to a ½" iron pipe (a ¾" iron pipe on this line at the intersection with the southern R/W of S.R. 1918 95.89' from beginning point); Thence S 10°05'01" W A Distance of 260.49' to a ½" EIP; Thence S 07°36'26" E A Distance of 100.71' to a ¾" EIP, the southeast corner of said Haviland and the northeast corner of Pearle W. Love Heirs; Thence with said Love Heirs S 07°36'26" E A Distance of 191.12' to a ½" crimped EIP the northwest corner of Lot 11 Rutledge Trail; Thence with said Lot 11 N 82°26'22" E A Distance of 578.88' to a point in the center of Rutledge Trail; Thence with said Rutledge Trail N 07°33'38" W A Distance of 613.42' to a point; Thence With A Curve Turning To The Left With An Arc Length of 345.46', With A Radius of 400.00', With a Chord Bearing of N 32°18'09" W, With A Chord Length of 334.82', Thence With A Curve to a point; Thence N 57°02'39" W A Distance of 61.94' to a point in the southern R/W of said S.R. 1918; Thence with the southern R/W of said 1918 S 32°50'11" W A Distance of 250.13' to a point; Thence S 36°41'11" W A Distance of 94.71' to a point; Thence S 43°06'11" W A Distance of 79.88' to a ¾" iron pipe ; Which Is The Point of Beginning, Having An Area of 10.01 Acres and 0.016 Square Miles more or less.

AS SHOWN ON PLAT BY R.S. JONES & ASSOCIATES, INC. ENTITLED "FINAL PLAT: CITY OF MEBANE CORPORATE LIMITS EXTENSION A CONTIGUOUS VOLUNTARY ANNEXATION" DATED AUGUST 27, 2024

Section 2. Upon and after November 4, 2024, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Mebane and shall be entitled to the same privileges and benefits as other parts of the City of Mebane. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the City of Mebane shall cause to be recorded in the office of the Register of Deeds of Alamance County and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with duly certified copy of this ordinance. Such a map shall also be delivered to the Alamance County Board of Elections as required by G.S. 163-288.1.

Adopted this 4th day of November 2024.

City of Mebane

Ed Hooks, Mayor

ATTEST:

Stephanie W. Shaw, City Clerk

Approved as to form:

Lawson Brown, City Attorney

SURVEYOR'S CERTIFICATE
I, ROBERT S. JONES, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION(DEED DESCRIPTION RECORDED IN BOOK _____, PAGE _____) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____, PAGE _____, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

AND THAT:
PER NC GS 47-30(J) THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LINES, COUNTY LINES, AREAS ANNEXED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS _____TH DAY OF _____, 2024.

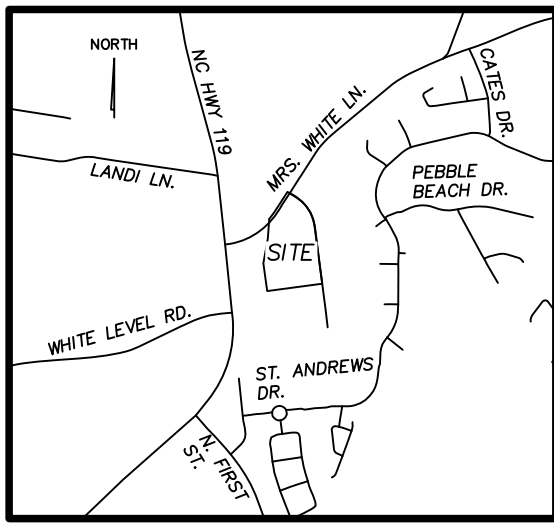
PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCE, OR SALES.
PROFESSIONAL LAND SURVEYOR
L-3939
REGISTRATION NUMBER
NORTH CAROLINA
PROFESSIONAL
SEAL
L-3939
LAND SURVEYOR
ROBERT S. JONES

PLANNING DIRECTOR CERTIFICATION

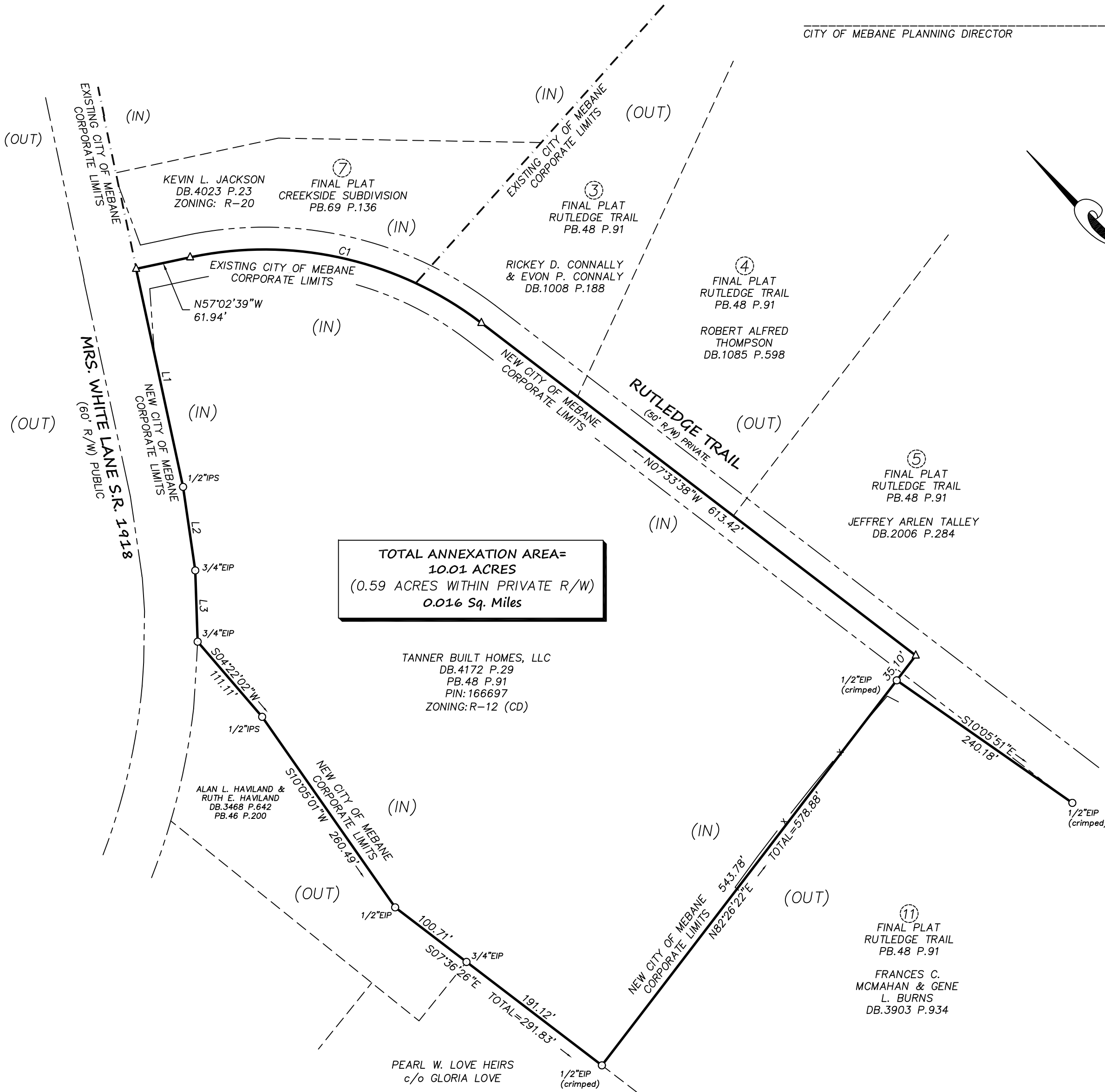
THIS TRACT OF LAND IS WITHIN THE CITY OF MEBANE'S JURISDICTION. NO APPROVAL IS REQUIRED OF THE PLANNING BOARD OR CITY COUNCIL.

CITY OF MEBANE PLANNING DIRECTOR _____

DATE _____



VICINITY MAP (1"=2000')



- NOTES:
- 1.)ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
 - 2.)SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH. REFERENCED MATERIALS ONLY USED. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT AFFECT THIS PROPERTY.
 - 3.)NO ATTEMPT MADE TO LOCATE CEMETERIES, WETLANDS, HAZARDOUS MATERIALS SITES, UNDERGROUND UTILITIES, OR ANY OTHER FEATURES ABOVE OR BELOW GROUND OTHER THAN THOSE SHOWN.
 - 4.)ALL AREAS BY COORDINATE COMPUTATION.
 - 5.)NEW IRON RODS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

LEGEND

These standard symbols will be found in the drawing.

- UTILITY POLE.....Ø
EXISTING IRON ROD.....●
PK NAIL.....⊙
EXISTING IRON PIPE.....○
5/8" REBAR SET.....⊙
STONE FOUND.....■
CONCRETE MONUMENT..□
COMPUTED POINT.....Δ
OVERHEAD ELECTRIC.....—E—E—
RIGHT OF WAY.....— — — —



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S32°50'11"W	250.13'
L2	S36°41'11"W	94.71'
L3	S43°06'11"W	79.88'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	345.46'	400.00'	49°29'01"	N32°18'09"W	334.82'

REFERENCES

DB.4172 P.29
PB.48 P.91

CURRENT OWNER:

TANNER BUILT HOMES, LLC
3122-B BATTLEGROUND AVE.
GREENSBORO, NC 27408

FINAL PLAT:
**CITY OF MEBANE
CORPORATE LIMITS
EXTENSION**
**A CONTIGUOUS
VOLUNTARY ANNEXATION**

SCALE: 1" = 100'
MELVILLE TOWNSHIP - ALAMANCE COUNTY, NC
DATE: AUGUST 27, 2024

**R.S. JONES &
ASSOCIATES, INC.**
LAND SURVEYORS
LICENSE NO.: C-2585
P.O. BOX 1700
204 N. FIFTH STREET SUITE 1 MEBANE, N.C. 27302
PH.:(919)563-3623



AGENDA ITEM #7

Appointment for the Mebane Animal Control Authority Appeal Board

Meeting Date

November 4, 2024

Presenter

Mitch McKinney, Chief of Police

Public Hearing

Yes ☐ No ☒

Summary

One veterinarian responded to requests for the Council's consideration in appointing to the Mebane Animal Control Authority Appeal Board

Background

On September 9, 2024, the Council approved amendments to the Mebane Code of Ordinances, Chapter 4, regarding animals. Section "n" under the Review Board establishes criteria for selecting one committee member, with preference given to those with veterinary science backgrounds. After reaching out to three veterinarians, Dr. Gregg Jordan agreed to serve on the board

Financial Impact

N/A

Recommendation

Staff recommends appointing Dr. Gregg Jordan as a member of the Mebane Animal Control Authority Appeal Board for a period of 12 months.

Suggested Motion

I move to appoint Dr. Gregg Jordan as a member of the Mebane Animal Control Appeal Board.

Attachments

1. Application- Dr. Gregg Jordan



City of Mebane

Boards and Commissions Application

The Mebane City Council has adopted this application for use by individuals interested in appointment to the City's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions completely. Return this application either in person, by mail, or by fax to the Mebane Municipal Building, 106 East Washington Street, Mebane, NC 27302, Fax (919) 563-9506.

Personal Information

Name: Dr. Gregg Jordan

Home Address: Graham NC

Mailing Address (if different): 1935 NC Hwy 119 S. Mebane NC.

Home Phone: 336-212-1834 Business Phone: 336-570-1419

Do you live inside the Mebane City Limits? Yes **No**

In Alamance or Orange County? Alamance County

Board Preference

Are you currently serving on a board or commission of the City of Mebane? Yes **No**

If so, which one(s)?

Please list the name(s) of the board(s) to which you are applying or seeking reappointment (you may apply to more than one): City of Mebane Animal Authority Board

Why do you wish to serve the City in this capacity? If additional space is needed please attach a separate sheet:

Serving on this board supports a childhood passion for helping which grew into focusing on helping animals, led to my professional career, and is why I opened Animal Hospital of Mebane. This opportunity will allow me to continue to support the community in a manner that advocates for a better quality of life for animals and their owners.

Education

Please list your educational background. Include name of all schools attended:

Licensed Veterinarian Mississippi State University, w/ a current State Veterinary License

Employment

Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.

Name of Employer: Animal Hospital of Mebane

Address: 1935 NC Hwy 119 S. Mebane NC. 27302

Title and Duties:

Performing physical examinations on animals to include but not limited to: diagnosing illnesses, treating wounds, performing surgeries, administering medications, running diagnostic tests like blood work and X-rays, advising pet owners on preventative care and nutrition, actively continuing education to learn advanced veterinary practices

Civic Involvement

Please list the names of all civic organizations in which you currently hold membership:

Member of the American Veterinary Medical Association, Mississippi Veterinary Association, and Arkansas Veterinary Medical Association

Thank you for your interest in appointment to the City of Mebane's Advisory Boards and Commissions. Individuals selected for appointment will be notified by mail within 5 working days from the City Council meeting at which they have been appointed.



AGENDA ITEM #8

Purchase of Land from Alamance County Farm Bureau on Clay Street for Small Pocket Park

Meeting Date

November 4, 2024

Presenter

Lawson Brown, City Attorney

Public Hearing

Yes ☐ No ☒

Summary

Alamance County Farm Bureau has offered to sell a .1+/-acre along Clay Street along with the necessary drainage easement for a small pocket park for the purchase price of \$25,000.

Background

During the construction of the new Farm Bureau office and parking lot on Third Street, an area on the south side of the Farm Bureau property, contiguous to Clay Street, was not included in the parking lot because of drainage easements and topographical factors. Farm Bureau has offered to sell the .1 acre, more or less, located along Clay Street plus a drainage easement to the City for \$25,000. The City currently has a sitting bench and area along the Clay Street sidewalk. City staff has designed on a preliminary basis, a pocket park per the attached schematic, which anticipates a concrete pad, benches, and other improvements.

Financial Impact

The purchase price is \$25,000 and due diligence for the purchase is estimated not to exceed \$7,500.

Recommendation

Staff recommends the purchase of the property to beautify this specific area of Clay Street with the goal of placing a sitting bench on a concrete pad, adjoining the existing sidewalk.

Suggested Motion

I move that the City purchase the property with the drainage easement from the Alamance County Farm Bureau for the purchase price of \$25,000, subject to the usual due diligence, and authorize the interim City manager and Finance Director to execute the purchase agreement and the necessary documents to consummate the purchase.

Attachments

1. Offer to Purchase and Contract-Vacant land with attachments
2. Schematic Design
3. Engineers Drawing for Drainage

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
[Consult "Guidelines" (Form 12G) for guidance in completing this form]

NOTE: If seller is selling less than the entire parcel of land owned, then compliance with subdivision regulation and/or an adequate legal description of the land being sold must be considered. This contract should not be used to sell property by reference to, exhibition of, or any other use of a plat showing a subdivision of the property before the plat has been properly approved and recorded with the register of deeds as of the date of the contract. If a preliminary plat has been approved, this contract may be used if an addendum drafted by a North Carolina real estate attorney addressing certain statutory requirements is attached. See NC General Statutes Section 160D-807 for more details and possible exceptions. If Buyer is contemplating a subdivision of the land as a condition of purchase, Buyer should first consult with an NC real estate attorney.

NOTE FOR NEW CONSTRUCTION: If Seller is Buyer's builder or has engaged a builder and the sale involves the construction of a new single-family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": ALAMANCE COUNTY FARM BUREAU

(b) "Buyer": CITY OF MEBANE

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

The Property ☐ will ☒ will not include a manufactured (mobile) home(s).

The Property ☐ will ☒ will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

NOTE: If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.

NOTE: If there is a manufactured or mobile home on the Property (regardless of whether it is inhabitable, uninhabitable, a fixture, or not affixed), then Seller should complete the Residential Property and Owners' Association Disclosure Statement and the Mineral and Oil and Gas Rights Mandatory Disclosure Statement under the Residential Property Disclosure Act (Chapter 47E of North Carolina's General Statutes) unless the Property is exempt.

Street Address: 209 N. THIRD STREET

City: MEBANE

Zip: 27302

County: ALAMANCE, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit , Block/Section , Subdivision/Condominium , as shown on Plat Book/Slide at Page(s)

The PIN/PID or other identification number of the Property is: 168014 (PORTION)

Other description: 0.1 ± ACRES AT NORTHWEST CORNER OF W. CLAY ST. & N. THIRD ST.

Some or all of the Property may be described in Deed Book 790 at Page 75

Page 1 of 13



This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 12-T
Revised 7/2024
© 7/2024

Buyer initials _____ Seller initials TLW

(d) "Purchase Price":

\$ 25,000.00
\$ N/A

\$ 1,000.00

\$ N/A

\$ N/A

\$ N/A

\$ 24,000.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer

☐ electronic transfer (specify payment service: _____)

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer ☐ electronic transfer.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____, **TIME IS OF THE ESSENCE** by ☐ cash ☐ official bank check ☐ wire transfer ☐ electronic transfer

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) "Escrow Agent" (insert name):

PITTMAN & STEELE, ATTORNEYS

Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 21(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 21 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) "Due Diligence Period": (Check only one)

☒ The period beginning on the Effective Date and extending through 5:00 p.m. on (insert date only; not "N/A") SIXTY (60)
DAYS AFTER CITY COUNCIL APPROVAL

OR

☐ The period extending for (insert a number only; not "N/A") _____ days after the Effective Date and ending at 5:00 p.m. on the last day of the period.

TIME IS OF THE ESSENCE FOR ANY DEADLINE IN THIS PARAGRAPH.

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction

(l) "Settlement Date": The parties agree that Settlement will take place on THIRTY (30) DAYS AFTER DUE DILIGENCE (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 10, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 4(a) and 6(l).

2. BUYER'S DUE DILIGENCE PROCESS:

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. **SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION.** Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

NOT limited to the following:

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning, Governmental Regulation, and Governmental Compliance:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 6(h).
- (viii) **Flood/Wetland/Water Hazard:** Investigation of potential flood hazards, wetlands, or other water or riparian issues on the Property; and/or any requirement to purchase flood insurance in order to obtain a loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

Other Property Address: _____

☐ (Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

☐ (Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

- ☐ is listed with and actively marketed by a licensed real estate broker.
- ☐ will be listed with and actively marketed by a licensed real estate broker.
- ☐ Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Vacant Land Disclosure Statement (check only one):**

- ☐ Buyer has received a signed copy of the Vacant Land Disclosure Statement (Form 142) prior to making this offer.
- ☒ Buyer has NOT received a signed copy of the Vacant Land Disclosure Statement (Form 142) prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to the end of the third calendar day following the Effective Date.

4. BUYER OBLIGATIONS:

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer;
- (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(h) of this Contract;
- (iii) appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (vii) recording the deed; and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

- ☒ has owned the Property for at least one year.
- ☐ has owned the Property for less than one year.
- ☐ does not yet own the Property.

(h) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property ☐ subjects ☒ does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(xi) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

TO THE EXTENT ALLOWED BY LAW
(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME IS OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. **BUYER REPRESENTATIONS:**

(a) **Funds to complete purchase:**

☒ (Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement ☐ is ☐ is not attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

☐ (Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

☐ First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: ☐ Conventional ☐ USDA

☐ Other type: _____

in the principal amount of _____

☐ Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property: _____

☐ Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.

Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer ☐ DOES ☒ DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

(c) Sewage System Permit: (☐ Applicable ☒ Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) Private Drinking Water Well Permit: (☐ Applicable ☒ Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.

6. SELLER OBLIGATIONS:

(a) Evidence of Title, Payoff Statement(s) and Non Foreign Status:

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) Authorization to Disclose Information: Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) Access to Property: Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and de-winterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) Removal of Seller's Property: Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) Affidavit And Indemnification Agreement: Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) Designation of Lien Agent, Payment and Satisfaction of Liens: If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If a violation is discovered and identified after the Effective Date and prior to Closing, then Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made (a) Buyer; (b) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (c) a trust for which Buyer is the beneficiary; (d) any relative of Buyer; and/or (e) Other: (Insert Name(s) Only) N/A.

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ — 0 — toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(k) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(a) of this Contract.

(l) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(m) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(n) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(o) **Seller's Breach of Contract:** See paragraph 21 for Buyer's remedies in the event of breach of this Contract.

7. CHARGES BY OWNERS' ASSOCIATION: Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

- (i) fees incurred by Seller in completing resale or other certificates related to a proposed sale of the Property;
- (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
- (iii) any fees charged for transferring or updating ownership records of the association; and
- (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 7(b) below.

(b) Buyer shall pay:

- (i) charges for providing information required by Buyer's lender;
- (ii) working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
- (iii) determining restrictive covenant compliance.

8. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

9. **CONDITION OF PROPERTY/RISK OF LOSS:**

(a) **Condition of Property at Closing:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. **DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property and transferable amenities and services (keys, including mailbox keys, codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

12. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|--|--|
| <input checked="" type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |

☒ Identify other attorney or party drafted addenda: LAWSON BROWN, CHY ATTORNEY

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

13. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

14. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

15. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. ENTIRE AGREEMENT/RECORDATION: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR[®] or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

18. CONDUCT OF TRANSACTION: The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. EXECUTION: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

21. REMEDIES:

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property as well as Seller's right under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: SEPTEMBER, 2024

Date: _____

Buyer: _____

Seller: _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer: CITY OF MEHARR
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller: ALAMANCE COUNTY FARM BUREAU
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: _____

Name: PRESTON MITCHELL

Name: 214 Wilbur

Title: INTERIM CITY MANAGER

Title: President

Date: _____

Date: 10-24-24

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 106 E. WASHINGTON ST.
MEBANE, NC 27302

Buyer Fax #: _____

Buyer E-mail: 1brown@cityofmebane.com

SELLER NOTICE ADDRESS:

Mailing Address: 200 N. THIRD ST.
MEBANE, NC 27302

Seller Fax #: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: N/A
Acting as ☐ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Firm License#: _____

Mailing Address: _____

Individual Selling Agent: N/A
☐ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: _____

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

Listing Firm Name: N/A
Acting as ☐ Seller's Agent ☐ Dual Agent

Firm License#: _____

Mailing Address: _____

Individual Listing Agent: N/A
☐ Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: ALAMANCE COUNTY FARM BUREAU ("Seller")

Buyer: CITY OF MEBANE ("Buyer")

Property Address: 209 N. THIRD ST., MEBANE, NC (PORTION 1.1 ± AC.) ("Property")

☒ **LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ 5,000.00 - 0, receipt of which Listing Agent hereby acknowledges.

Date: _____

Firm: PITMAN & STEELE

By: _____
(Signature)

(Print name)

☒ **SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date: _____

Seller: _____
(Signature)

Date: _____

Seller: _____
(Signature)

☒ **ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 1,000.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: PITMAN & STEELE

By: _____
(Signature)

(Print name)

☒ **ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: _____

Time: _____ ☐ AM ☐ PM

By: _____
(Signature)

(Print name)

Property: .1⁺ ACRES, CORNER (NORTHWEST) OF CLAY & THIRN STREETS, PLUS
 Seller: ALAMANCE COUNTY FARM BUREAU) A DRAINAGE COMMISSION
 Buyer: CITY OF MOBILE

NOTE: All of the following provisions which are marked with an "X" shall apply to the attached Offer to Purchase and Contract or Offer to Purchase and Contract – Vacant Lot/Land ("Contract"). Those provisions marked "N/A" shall not apply.

- NOTE: Insert a date that will allow testing to be completed prior to the end of the Due Diligence Period.

- NOTE: Insert a date that will allow review to be completed prior to the end of the Due Diligence Period.

The name, address, telephone number, and email address of any property manager and property management company for the Property is:

NOTE: DO NOT USE THIS PROVISION FOR PROPERTY SUBJECT TO THE NORTH CAROLINA VACATION RENTAL ACT. A VACATION RENTAL ADDENDUM SHOULD BE USED IN SUCH CASES.

Buyer initials _____ Seller initials *TL*



STANDARD FORM 2A11-T
Revised 7/2024
© 7/2024

4. X **AGREED-UPON REPAIRS AND/OR IMPROVEMENTS:** ^{Buyer} Seller agrees, prior to Settlement Date and at Seller's expense, to complete the following items: Survey ^{Buyer}

THE PURCHASE OF THE PROPERTY IS SUBJECT TO CITY COUNCIL APPROVAL AS BY LAW REQUIRED, WHICH INCLUDES THE EXECUTION OF THE AGREEMENT.

Buyer shall have the right to verify, prior to Settlement, that the above items have been completed in a good and workmanlike manner.

5. **MANUFACTURED (MOBILE) HOME:** The Property shall include the following manufactured (mobile) home(s) located on the Property: VIN(s): _____ or ☐ VIN(s) unknown Other description (year, model, etc.): _____

6. **POOL/SPA INSPECTION/PREPARATION:** Any pool/spa inspection(s) Buyer may choose to conduct shall be at Buyer's expense in accordance with the Contract. Any costs associated with putting the pool/spa in operable condition so that it may be properly inspected (including but not limited to pool/spa cover removal, filling pool/spa with water, operating electricity and filtration system) and any costs associated with any necessary re-winterizing of the pool/spa following any inspection(s), shall be the responsibility of ☐ Seller ☐ Buyer (if neither box is checked, Buyer shall be responsible).

7. **OFF-SITE AND/OR SEPARATE SEPTIC LOT, BOAT SLIP, GARAGE, PARKING SPACE, STORAGE UNIT.** Sale of the Property shall include the following (check all that apply) ☐ deeded ☐ leased ☐ Seller-owned ☐ HOA-owned septic lot, boat slip, garage, parking space, or storage unit (describe any and all): _____

Seller agrees to execute any additional documents, if necessary and at seller's expense, to complete the transfer of Seller's interest in any property described in this paragraph.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

[Signature Page Follows]

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Seller: _____

Date: _____

Seller: _____

Entity Buyer: CITY OF MEDANO
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: PRESTON MITCHELL
Print Name

Title: INTERIM CITY MANAGER

Date: _____

Entity Seller: KLONANCA BOUNTY FARM BUREAU
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: [Signature]
Print Name

Title: President

Date: 10-24-24

VACANT LAND DISCLOSURE STATEMENT

Note: Use this form to fulfill Seller's required disclosures in the Offer to Purchase and Contract – Vacant Lot/Land Form 12-T.

Property: 1 ± ACRES AT NORTHWEST CORNER OF CLAY ST. & N. 10TH ST.
 Buyer: CITY OF MEBANE
 Seller: ALAMANCE COUNTY FARM BUREAU

Buyer understands and agrees that this Disclosure Statement is not a substitute for professional inspections, and that this document does not relieve Buyer of their duty to conduct thorough Due Diligence on the Property. Any representations made by Seller in this Disclosure Statement are true to the best of Seller's knowledge, and copies of any documents provided by Seller are true copies, to the best of Seller's knowledge. Buyer is strongly advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

If Seller checks "yes" for any question below, Seller is affirming actual knowledge of either: (1) the existence of documentation or information related to the Property; or (2) a problem, issue, characteristic, or feature existing on or associated with the Property. If Seller checks "no" for any question below, Seller is stating they have no actual knowledge or information related to the question. If Seller checks "NR," meaning no representation, Seller is choosing not to disclose whether they have knowledge or information related to the question.

A. Physical Aspects

	Yes	No	NR
1. Non-dwelling structures on the Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, please describe:			
2. Current or past soil evaluation test (agricultural, septic, or otherwise).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Caves, mineshafts, tunnels, fissures or open or abandoned wells	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Erosion, sliding, soil settlement/expansion, fill or earth movement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Communication, power, or utility lines.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Pipelines (natural gas, petroleum, other).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Landfill operations or junk storage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Previous <input type="checkbox"/> Current <input type="checkbox"/> Planned <input type="checkbox"/> Legal <input type="checkbox"/> Illegal			
8. Drainage, grade issues, flooding, or conditions conducive to flooding	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Gravesites, pet cemeteries, or animal burial pits.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Rivers, lakes, ponds, creeks, streams, dams, or springs.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Well(s).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Potable <input type="checkbox"/> Non-potable Water Quality Test? <input type="checkbox"/> yes <input type="checkbox"/> no depth _____; shared (y/n) _____; year installed _____; gal/min _____			
12. Septic System(s).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes: Number of bedrooms on permit(s) _____			
Permit(s) available? <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> NR			
Lift station(s)/Grinder(s) on Property? <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> NR			
Septic Onsite? <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> Details: _____			
Tank capacity _____			
Repairs made (describe): _____			
Tank(s) last cleaned: _____			
If no: Permit(s) in process? <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> NR			
Soil Evaluation Complete? <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> NR			
Other Septic Details: _____			



Yes	No	NR
-----	----	----

13. Commercial or industrial noxious fumes, odors, noises, etc. on or near Property..... ☐ ☒ ☐
If yes, please describe: _____

B. Legal/Land Use Aspects

1. Current or past title insurance policy or title search..... ☐ ☒ ☐
2. Copy of deed(s) for property..... ☐ ☒ ☐
3. Government administered programs or allotments ☐ ☒ ☐
4. Rollback or other tax deferral recaptures upon sale ☐ ☒ ☐
5. Litigation or estate proceeding affecting ownership or boundaries ☐ ☒ ☐
6. Notices from governmental or quasi-governmental authorities related to the property.... ☐ ☒ ☐
7. Private use restrictions or conditions, protective covenants, or HOA..... ☐ ☒ ☐
If yes, please describe: _____
8. Recent work by persons entitled to file lien claims ☐ ☒ ☐
If yes, have all such persons been paid in full ☐ ☐ ☐
If not paid in full, provide lien agent name and project number: _____
9. Jurisdictional government land use authority:
County: ALAMANCE City: MEBANE
10. Current zoning: B-2
11. Fees or leases for use of any system or item on property ☐ ☒ ☐
12. Location within a government designated disaster evacuation zone (e.g.,
hurricane, nuclear facility, hazardous chemical facility, hazardous waste facility)..... ☐ ☒ ☐
13. Access (legal and physical) other than by direct frontage on a public road
Access via easement..... ☐ ☒ ☐
Access via private road ☐ ☐ ☐
If yes, is there a private road maintenance agreement? ☐ yes ☐ no
14. Solar panel(s), windmill(s), cell tower(s)..... ☐ ☐ ☐
If yes, please describe: _____

C. Survey/Boundary Aspects

1. Current or past survey/plat or topographic drawing available ☐ ☒ ☐
2. Approximate acreage: 0.1+
3. Wooded Acreage _____; Cleared Acreage X
4. Encroachments..... ☒ ☐ ☐
5. Public or private use paths or roadways rights of way/easement(s)..... ☒ ☐ ☐
Financial or maintenance obligations related to same ☐ ☐ ☐
6. Communication, power, or other utility rights of way/easements ☒ ☐ ☐
7. Railroad or other transportation rights of way/easements..... ☐ ☒ ☐
8. Conservation easement ☐ ☒ ☐
9. Property Setbacks..... ☒ ☐ ☐
If yes, describe: PER CIM CODE
10. Riparian Buffers (i.e., stream buffers, conservation districts, etc.)..... ☐ ☒ ☐
11. Septic Easements and Repair Fields ☐ ☒ ☐
12. Any Proposed Easements Affecting Property..... ☐ ☒ ☐
13. Beach Access Easement, Boat Access Easement, Docking Permitted ☐ ☒ ☐
If yes, please describe: _____

D. Agricultural, Timber, Mineral Aspects

	Yes	No	NR
1. Agricultural Status (e.g., forestry deferral)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Licenses, leases, allotments, or usage permits (crops, hunting, water, timber, etc.).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, describe in detail: _____			
3. Forfeiture, severance, or transfer of rights (mineral, oil, gas, timber, development, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, describe in detail: _____			
4. Farming on Property: <input type="checkbox"/> owner or <input type="checkbox"/> tenant	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Presence of vegetative disease or insect infestation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Timber cruises or other timber related reports	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Timber harvest within past 25 years	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, monitored by Registered Forester?			
If replanted, what species:			
Years planted:			
8. Harvest impact (other than timber)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, describe in detail: _____			

E. Environmental Aspects

1. Current or past Phase I, Phase II or Phase III Environmental Site Assessment(s).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Underground or above ground storage tanks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, describe in detail: _____			
3. Abandoned or junk motor vehicles or equipment of any kind	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Past illegal uses of property (e.g., methamphetamine manufacture or use).....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Federal or State listed or protected species present.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, describe plants and/or animals: _____			
6. Government sponsored clean-up of the property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Groundwater, surface water, or well water contamination <input type="checkbox"/> Current <input type="checkbox"/> Previous	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Previous commercial or industrial uses.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Wetlands, streams, or other water features	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Permits or certifications related to Wetlands			
Conservation/stream restoration.....			
10. Coastal concern (tidal waters, unbuildable land, flood zone, CAMA, Army Corp., etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, describe in detail: _____			
11. The use or presence on the property, either stored or buried, above or below ground, of:			
i. Asbestos, Benzene, Methane, Pesticides, Radioactive Material	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, describe in detail: _____			
ii. Other fuel/chemical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii. Paint <input type="checkbox"/> Lead based paint <input type="checkbox"/> Other paint/solvents	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv. Agricultural chemical storage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

F. Utilities

Check all currently available on the Property and indicate the provider.

☒ Water (describe): CITY OF MEBANE ("CITY")

☒ Sewer (describe): CITY

☒ Gas (describe): PN&G

☒ Electricity (describe): DUKE

☐ Cable (describe): N/A

- ☐ High Speed Internet (describe): _____
- ☐ Fiber Optic (describe): _____
- ☐ Telephone (describe): _____ N/A
- ☐ Private well (describe): _____ N/A
- ☐ Shared private well or community well (describe): _____ N/A
- ☐ Hauled water (describe): _____ N/A
- ☐ Other (describe): _____ NONE

Explanation Sheet for Vacant Land Disclosure Statement

Instructions: Identify a line item in the first column (e.g., "E/8") and provide further explanation in the second column.

[illegible]

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC., MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM. CONSULT A NORTH CAROLINA ATTORNEY BEFORE YOU SIGN IT.

Buyer: _____ Date: _____

Seller: _____ Date: _____

Buyer: _____ Date: _____

Seller: _____ Date: _____

Entity Buyer: CITY OF ME BANO
(Name of LLC/Corporation/Partnership/Trust/Etc.)

Entity Seller: ALAMANCE COUNTY FARM BUREAU
(Name of LLC/Corporation/Partnership/Trust/Etc.)

By: _____

By: _____

Name: PRESTON MITCHELL

Name: John A. Kelly

Title: INTERIM CITY MANAGER

Title: President

Date: _____

Date: 10-24-24

FARM BUREAU
PARKING LOT

EXISTING TREE

POTENTIAL DECORATIVE FENCE

ORNAMENTAL TREE

SHRUBS

BENCH

KINGSDOWN
LAMP POST

PLANTER

TABLE & CHAIRS

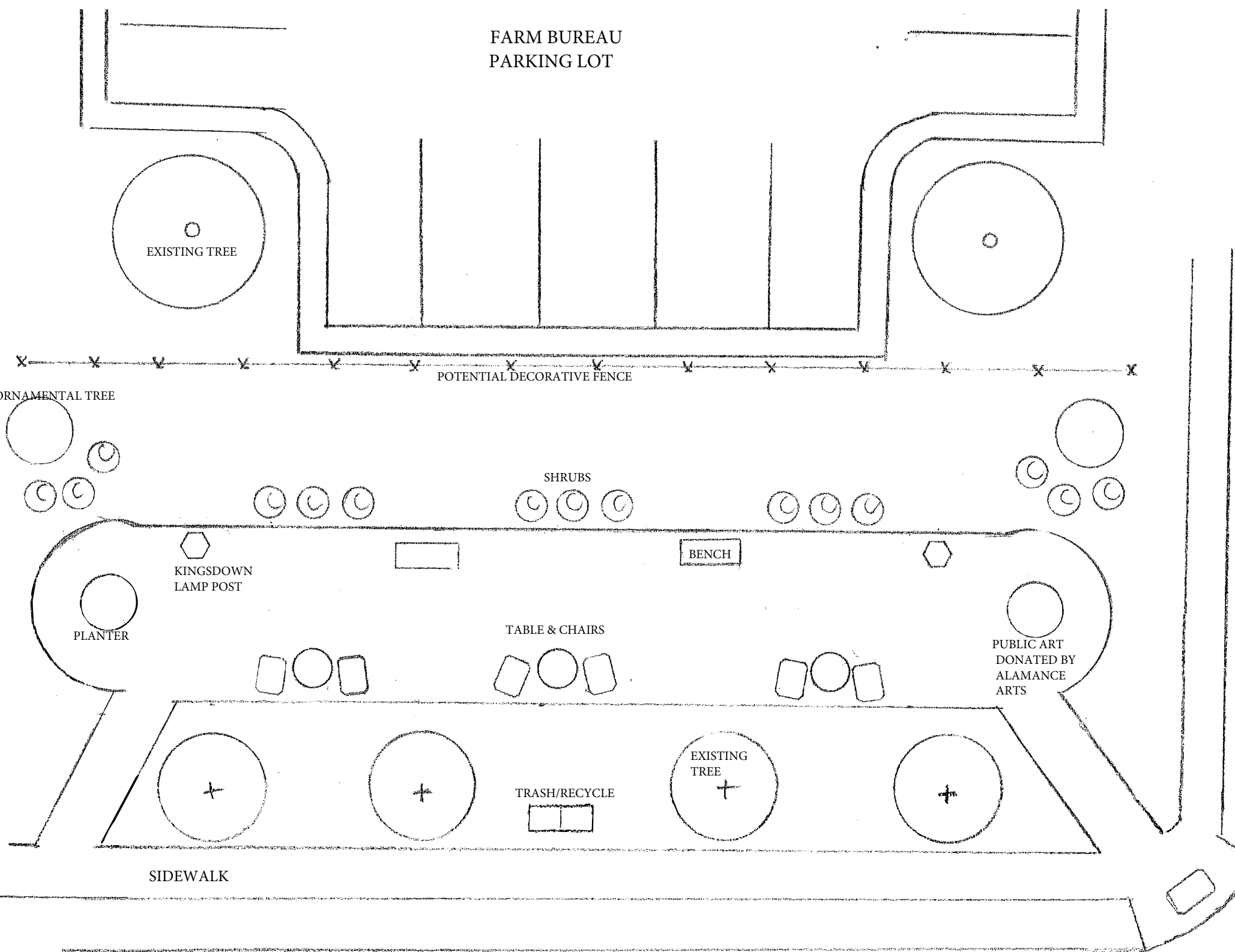
PUBLIC ART
DONATED BY
ALAMANCE
ARTS

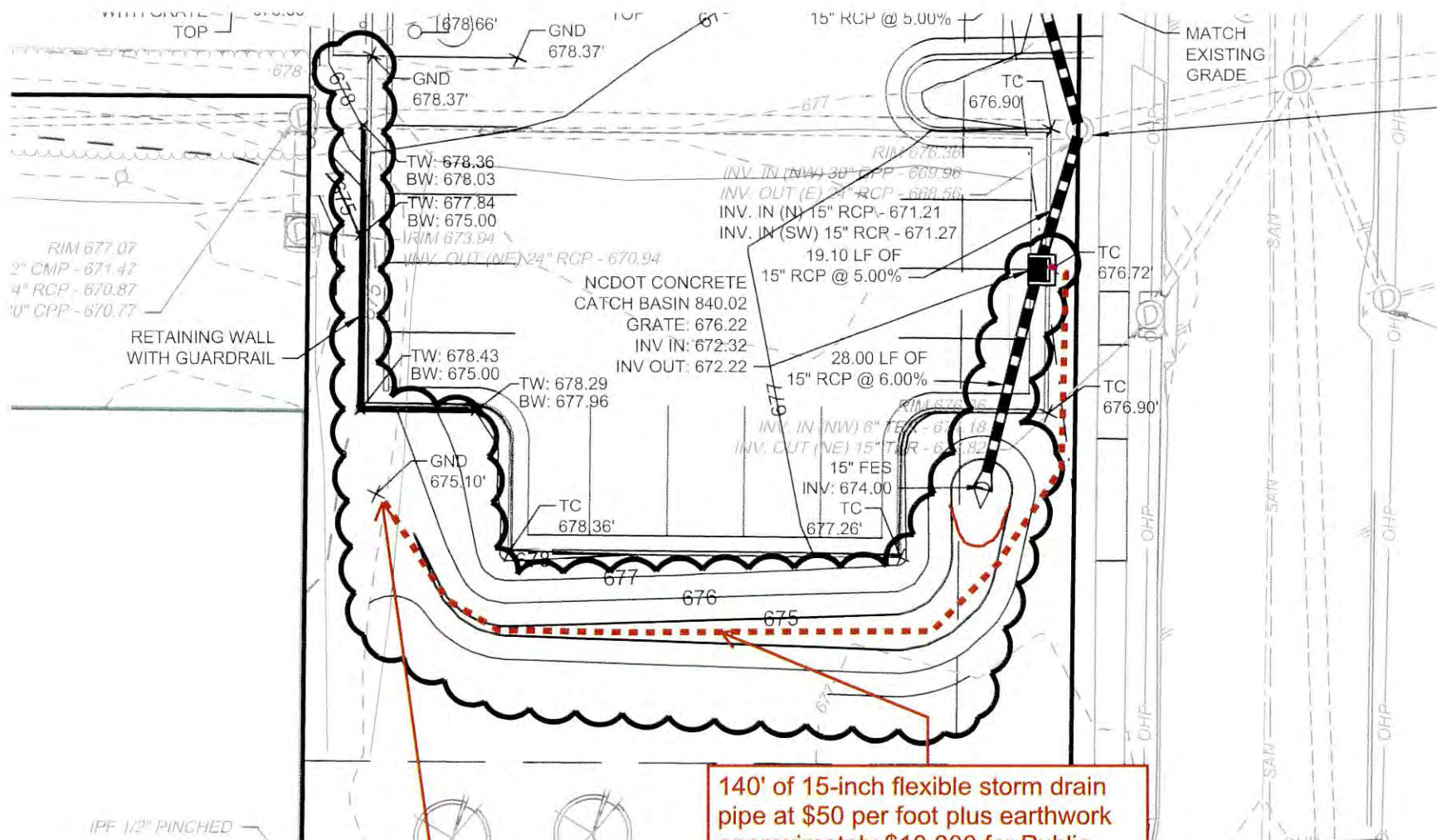
EXISTING
TREE

TRASH/RECYCLE

SIDEWALK

CLAY STREET





Make top of pipe 675.1

140' of 15-inch flexible storm drain pipe at \$50 per foot plus earthwork approximately \$10,000 for Public works to install and grade.



AGENDA ITEM #9

Mebane Sports Hall of Fame Bylaws Amendments

Meeting Date

November 4, 2024

Presenter

Aaron Davis, Recreation and Parks Director

Public Hearing

Yes ☐ No ☒

Summary

The City of Mebane first hosted its Sports Hall of Fame induction ceremony in 1996. Since then, the City has inducted 40 individuals and four teams into the Sports Hall of Fame and 15 members into the Sports Hall of Honor. The most recent Mebane Sports Hall of Fame induction ceremony took place in 2022, which was delayed by COVID-19 for two years. That year, a tremendous storm caused power outages in Mebane the night before that continued on the day of the ceremony. The City was forced to relocate the ceremony to Hawfields Middle School from the MACC for what was a joyous occasion and a wonderful night for all those in attendance.

Currently, the following citizens serve on the Hall of Fame Selection Committee:

1. Angie Bartis
2. Penny Butler
3. BJ Chockley
4. Mike Garrison
5. John Kirby
6. Monica Robinson
7. Jon Webster

The committee met on Tuesday, September 17th, at the Mebane Arts and Community Center to discuss potential amendments to the original bylaws approved by the Mebane City Council on January 8th, 1996.

If approved, the Timeline for the next induction ceremony and key dates are:

- Currently – April 1, 2025: Nominations accepted
- April 2025: Nominations will be discussed by Selection Committee
- May 2025: The Selection Committee will vote for candidates to be recommended to the City Council for a vote at the June City Council Meeting.
- June 2025: City Council approves Selections into the Sports Hall of Fame and Hall of Honor
- June 2026: Next Sports Hall of Fame Induction Ceremony

Background

The following key amendments were discussed and are recommended by the current selection committee.

- Establishment of a chairperson and secretary during each term
 - Chairperson will automatically become chair emeritus

- Committee will consist of nine members (7 selected by City Council and 2 appointed by Recreation Director that are representative from the two Mebane High Schools
- Established designations for Hall of Fame and Hall of Honor (section 6)
- Increased maximum number of inductees from 4 to 5 each ceremony
- Establishing that a ceremony will be conducted every 4 years
- Candidates are eligible for induction five years after the culmination of their high school career (formally 10 years after athletics career ended)
- Inductees may be removed if their character becomes in question by majority vote of the committee
- Nominations may be submitted online through a Google form posted on City's Hall of Fame webpage
- Ticket allotments for ceremony: 5 for individual inductee, 2 per player/coach for a team inductee, 3 per committee member, 2 per keynote speaker, 1 per individual introducing inductees

Financial Impact

The only financial impact on the City of Mebane is agreeing to host the induction ceremony every four years, with our next ceremony to be held in June 2026.

Recommendation

Staff recommends approval of the Mebane Sports Hall of Fame By-Law Amendments.

Suggested Motion

Motion to approve the Mebane Sports Hall of Fame By-Law Amendments for 2024

Attachments

1. Original Mebane Sports Hall of Fame Bylaws - 1996
2. Amendments to the Mebane Sports Hall of Fame Bylaws (track changes) – 2024
3. Mebane Sports Hall of Fame Bylaws – 2024 (final)

BY-LAWS
MEBANE
SPORTS HALL OF FAME

ARTICLE 1
Authorization

The Mebane Sports Hall Of Fame is authorized and operates under the authority of the Mebane Sports Hall Of Fame Committee as organized under the consent of the Mebane City Council.

ARTICLE 2
Purpose

The purpose of the Mebane Sports Hall Of Fame is to recognize and perpetuate the noteworthy athletic tradition of the Mebane Community by honoring and memorializing individuals and/or organizations who have made outstanding contributions to this tradition.

ARTICLE 3
Administration

Section 1

The business and affairs of the Mebane Sports Hall Of Fame shall be administered by the Mebane Sports Hall Of Fame Committee and the Mebane City Council.

Section 2

The chairperson of the Hall Of Fame shall be nominated by the Hall Of Fame Committee. The chairperson will agree to serve as chairperson of the committee the first year of their appointment and then remain on the committee the following year to provide continuity to the selection process.

Section 3

The Hall Of Fame Committee will consist of at least seven (7) members and no more than nine (9) members (this includes the chairperson). The Mebane Recreation & Parks Director will present names to the Mebane City Council for approval.

Section 4

The committee will consist of a multi-cultural group and should be a resident of the Mebane community. No elected official will serve on the committee, while they serve in a elected official capacity.

Section 5

The Mebane Recreation and Parks Director shall be an ex-officio member of the committee.

Section 6

The committee for the Mebane Sports Hall Of Fame will meet at least twice. The first meeting will consist of presentations and discussions of possible recipients. Other meetings will permit further discussion and selection.

Section 7

The Hall Of Fame Committee may choose to select an individual, corporation, or company to receive a "Special Award" for outstanding contributions.

Section 8

The term of members of the Hall Of Fame Committee shall begin on Mebane Sports Hall Of Fame Day and shall end on the following Mebane Sports Hall Of Fame Day.

ARTICLE 4

Duties

Section 1

The Hall Of Fame Committee shall be responsible for the selection of inductees for membership in the Mebane Sports Hall Of Fame.

Section 2

The City of Mebane shall sponsor the ceremonies for the presentation of awards to nominees selected for induction into membership in the Mebane Sports Hall Of Fame.

Section 3

The type of awards given signifying induction into the Mebane Sports Hall Of Fame shall be determined by the Hall Of Fame Committee with the advice and consent of the Mebane City Council.

Section 4

Names of those selected to the Hall Of Fame shall be submitted by November 1st to the Mebane City Council for approval.

ARTICLE 5

Criteria for Eligibility of Candidates

Section 1

The candidate must have completed their Athletic Achievement or service at least ten (10) years immediately preceding the date of induction. (This By-Law is at the discretion of the committee)

Section 2

The candidate's athletic achievements and contributions to sports must have been recognized over the area served by the Mebane Community, enhancing the reputation of the Mebane Community as well as themselves.

Section 3

The candidates must be of good character and reputation.

Section 4

Any candidate who has been selected for induction and cannot attend the induction ceremonies that particular year shall be replaced by an alternate candidate except in the case of illness. In this case he has the choice of designating someone to accept for him or his name shall be carried over the following year. If he cannot attend the second year, his name will be reconsidered at a future date. In the event the candidate is deceased, every effort will be made to reach his spouse or next-of-kin to make the acceptance for him. Exceptions to above cases will be made only by vote of the Hall Of Fame Committee.

ARTICLE 6

Election of Inductees

Section 1

For election to the Mebane Sports Hall Of Fame a candidate shall not received more than two (2) negative votes with seven (7) members of the Hall Of Fame Committee in attendance.

Section 2

The maximum number of candidates who may be inducted into the Mebane Sports Hall Of Fame in each year shall be four (4). There is no minimum number of candidates who must be inducted.

Section 3

The committee shall select at least two (2) alternate candidates.

ARTICLE 7 Amendment of By-Laws

Section 1

These By-Laws may be amended by the Mebane Sports Hall Of Fame Committee and the Mebane City Council.

*** By-Laws Adopted On January 8th, 1996 By The Mebane City Council.



Mebane Sports Hall of Fame Committee By-Laws

ARTICLE 1: Authorization

The Mebane Sports Hall of Fame ~~is authorized and operates under the~~ stands as a wealth of athletic excellence, duly authorized and operational under the respected authority of the Mebane Sports Hall of Fame Committee. ~~as organized under the consent~~ Its establishment was orchestrated with the consent and firm backing of the Mebane City Council, representative of a collaboration dedicated to honoring sporting greatness.

ARTICLE 2: Purpose

~~The purpose of the Mebane Sports Hall Of Fame is to recognize and perpetuate the noteworthy athletic tradition of the Mebane Community by honoring and memorializing individuals and/or organizations who have made outstanding contributions to this tradition.~~

Embedded within the core beliefs of the Mebane Sports Hall of Fame is a commitment to the preservation of the storied athletic legacy inherent to the Mebane Community. It serves as a recognized supporter, diligently acknowledging and memorializing the contributions of individuals, teams, and organizations who have left a mark upon Mebane.

ARTICLE 3: Administration

Section 1

Administering the affairs of the Mebane Sports Hall of Fame is a formal duty entrusted to the collective stewardship of the Mebane Sports Hall of Fame Committee and the Mebane City Council. All induction recommendations made by the Committee must be approved by the Mebane City Council at the next possible City Council meeting following the committee's vote.

Section 2 (was section 3)

The Hall of Fame Committee will comprise a judicious assembly ~~of at least (7)~~ nine (9) voting members, including the chairperson, chair emeritus, and secretary. It will embody diversity and inclusivity. The Mebane Recreation & Parks Director or their designee will present recommendations for membership, subject to the approval of the Mebane City Council at least one year before the next induction ceremony.

Section 3 *(was section 2)*

The role of chairperson within the Hall of Fame is bestowed upon a nominee carefully selected by the Hall of Fame Committee. This individual assumes the mantle of leadership, committing to serve as chairperson for the inaugural induction ceremony of their appointment and thereafter lending their expertise to ensure continuity in the selection process. The chairperson will serve for one induction ceremony, followed by a second as chair emeritus. This is the only member who will serve a two-ceremony term without being reappointed by Mebane City Council.

Section 4 *(combined the previous section 5)*

A hallmark of the committee's composition is its multi-cultural tapestry, which is reflective of the Mebane community. In deference to their distinguished roles, elected officials will abstain from committee service during their tenure. However, the Mebane Recreation and Parks Director or their designee will assume an ex-officio role, seamlessly integrating municipal oversight. Committee members must be residents of Mebane, either within the city limits or within the Cities ETJ. No set number of members must be from the ETJ or within the city limits.

7 Members of the committee will be appointed by the Mebane City Council

- These members will be community members from the City Limits or ETJ 2

Members will be appointed by the Recreation and Parks Director

- These members will be selected from each of the Mebane High Schools
 - o 1 – Eastern Alamance High School
 - o 1 – Southeast Alamance High School

None of these members may also be serving on the Recreation and Parks Commission at the same time as they are serving on the Hall of Fame Committee.

All 9 Members will have voting privileges.

Section 5 *(previously section 6)*

Scheduled with thoughtfulness, the committee will meet as needed (~~at least twice~~) at least quarterly for the 12 months before the induction ceremony. Meetings will be dedicated to deliberations and spirited conversations surrounding potential honorees, ceremony logistics, and the selection of inductees. The selections must be made at least 12 months before the induction ceremony.

Section 6 – clarifying with more details (previously not included)

The Mebane Sports Hall of Fame recognizes outstanding individuals who have significantly contributed to sports in the Mebane community. There are two specific designations within the Hall: Hall of Fame and Hall of Honor.

1. Hall of Fame:

- The Hall of Fame designation is typically reserved for athletes, coaches, or other individuals who have achieved an exceptional level of success or performance in sports, either locally, regionally, or beyond.
- These inductees are often those who have demonstrated outstanding talent, dedication, and accomplishments, such as state or national recognition in their respective sports.
- Their contributions are primarily based on personal achievements within the sporting arena.

2. Hall of Honor:

- The Hall of Honor designation usually recognizes individuals who have made significant contributions to the community or the development of sports programs in Mebane, but not necessarily through direct athletic competition.
- These honorees may include organizers, sponsors, volunteers, or others whose efforts have played a critical role in supporting sports, fostering youth participation, or building athletic infrastructure.
- Their contributions are more focused on the broader impact on sports within the community rather than personal athletic success.

In summary, the Hall of Fame focuses on personal athletic achievements, while the Hall of Honor highlights individuals, organizations or businesses who have had a major influence on the development and promotion of sports within the community.

Section 7 (clarifying that the “special awards” are called Hall of Honor)

Amidst the celebration of individual or team achievement, the committee may bestow deserving recipients, acknowledging feats of extraordinary magnitude and significance. At any given ceremony, the committee may honor no more than ~~four~~ five selections to be inducted into the Hall of Fame and no more than three selections to be inducted into the Hall of Honor.

Section 8

The tenure of esteemed committee members commences on the first day of the fiscal year (July 1) and concludes with the induction ceremony of the Mebane Sports Hall of Fame. There will be an induction ceremony every 4 years in June starting in 2026.

The ceremony will take place on a Saturday evening at the Mebane Arts and Community Center (MACC) or another worthy location if the MACC is not available. The ceremony should take place in June.

ARTICLE 4: Duties

Section 1 (combination of sections 1 and 2)

Charged with the solemn duty of selectivity, the Hall of Fame Committee chooses inductees worthy of enshrinement to the Mebane Sports Hall of Fame and Sports Hall of Honor. Concurrently, the City of Mebane sponsors the ceremony with funds allocated by the Mebane City Council dedicated to the formal installation of chosen nominees.

Section 2 (previously section 3)

The type of awards given to the selected recipients will be similar to past recipients', but the selection committee and representatives from the Recreation and Parks Department will ultimately decide upon them.

Section 3

Awards will be hung in the Mebane Arts and Community Center's hallways, and each recipient will receive their own award at the ceremony. In cases where a corporation or team is being honored, smaller versions of the same award may be used for the take-home awards if there are multiple recipients.

~~Section 4 (clarified elsewhere)~~

~~Names of those selected to the Hall Of Fame shall be submitted by November 1st to the Mebane City Council for approval.~~

ARTICLE 5: Criteria for Eligibility of Candidates

Section 1

A prerequisite for induction entails a lapse of at least ~~ten (10)~~ five (5) years from the culmination of a candidate's high school athletic career, subject to the judgment of the committee.

Section 2

Candidates vying for induction must demonstrate a profound impact upon the Mebane Community through their athletic achievements and contributions through sport; enhancing the reputation of the Mebane community, the candidate, and the schools or organization they represent.

Section 3

In addition to athletic prowess, candidates are held to the highest standards of character and integrity, reflecting the virtuous ethos cherished by the Mebane Sports Hall of Fame. If a candidate is enshrined or will be enshrined in the Hall of Fame and their character becomes in question, the Committee may vote to remove the member with a majority vote.

Section 4

Any candidate who has been selected for induction and cannot attend the induction ceremonies that particular year shall be replaced by an alternate candidate except in the case of illness. In this case, they have the choice of designating someone to accept, or their name shall be carried over the following induction year. If they cannot attend the second induction year, their name will be reconsidered at a future date.

If the candidate is deceased, every effort will be made to reach his/her spouse or next of kin to make the acceptance for them. Exceptions to the above cases will be made by vote of the Hall of Fame Committee.

Section 5

Nominations may be made at any time before the selection of each induction class. The Recreation and Parks Department will create nomination packets along with already compiled lists of candidates for the committee to review. Nominations may be mailed to the Recreation and Parks Department or be submitted online via the Sports Hall of Fame page on the City website.

Nominations should be thoroughly complete and list all accomplishments of the individual/team/company etc. Photos and/or videos are encouraged to be sent with nominations.

ARTICLE 6: Election of Inductees

Section 1

Election to the Mebane Sports Hall of Fame demands a majority endorsement, with candidates limited to a maximum of ~~two (2)~~ four (4) negative votes from a quorum of nine (9) committee members. If not all committee members are not present to vote, a majority vote is required for approval, and at least (5) committee members must be present.

Section 2 (combined sections 2 and 3)

The committee exercises prudent discretion in capping the annual induction roster at a maximum of ~~four~~ (4) five (5) candidates to the Hall of Fame, with no predetermined minimum

threshold. Additionally, nominating at least two (2) alternate candidates ensures contingency planning and equitable recognition.

The committee may also induct no more than (3) selections into the Hall of Honor.

ARTICLE 7: Tickets (new article)

Tickets will be sold for the event at a price approved by the Mebane City Council. Tickets will be sold online using the Recreation and Parks Department's registration software or in person at the event, if policy allows.

Individual inductees will receive five (5) free tickets for the event.

Team inductees will receive two (2) free tickets for each player or coach attending the event. Committee members will receive three (3) free tickets for the event.

The keynote speaker selected for the event will receive two (2) free tickets for the event.

Those selected to give introductions to the inductees will receive one (1) free ticket to the event.

The committee will select a well-suited catering company within the constraints of the budget established by the Mebane City Council to provide a meal for each ticketed attendee.

ARTICLE 8: Amendment of By-Laws (previously Article 7)

These By-Laws, embodying the sanctity and efficacy of institutional governance, stand as a testament to the enduring legacy of the Mebane Sports Hall of Fame. Amendments to these statutes are enacted through the judicious collaboration of the Mebane Sports Hall of Fame Committee and the Mebane City Council. Amendments will be recommended by the Committee, presented by the Recreation and Parks Department, and approved by the Mebane City Council.

By-Laws Adopted on January 8th, 1996 By the Mebane City Council. Amendments

made on November 4, 2024 by the Mebane City Council.



Mebane Sports Hall of Fame Committee By-Laws

ARTICLE 1: Authorization

The Mebane Sports Hall of Fame stands as a wealth of athletic excellence, duly authorized and operational under the respected authority of the Mebane Sports Hall of Fame Committee. Its establishment was orchestrated with the consent and firm backing of the Mebane City Council, representative of a collaboration dedicated to honoring sporting greatness.

ARTICLE 2: Purpose

Embedded within the core beliefs of the Mebane Sports Hall of Fame is a commitment to the preservation of the storied athletic legacy inherent to the Mebane Community. It serves as a recognized supporter, diligently acknowledging and memorializing the contributions of individuals, teams, and organizations who have left a mark upon Mebane.

ARTICLE 3: Administration

Section 1

Administering the affairs of the Mebane Sports Hall of Fame is a formal duty entrusted to the collective stewardship of the Mebane Sports Hall of Fame Committee and the Mebane City Council. All induction recommendations made by the Committee must be approved by the Mebane City Council at the next possible City Council meeting following the committee's vote.

Section 2

The Hall of Fame Committee will comprise a judicious assembly of nine (9) voting members, including the chairperson, chair emeritus, and secretary. It will embody diversity and inclusivity. The Mebane Recreation & Parks Director or their designee will present recommendations for membership, subject to the approval of the Mebane City Council at least one year before the next induction ceremony.

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By-Laws Adopted on January 8th, 1996 By the Mebane City Council.

Amendments made and approved on November 4, 2024 by the Mebane City Council.



AGENDA ITEM #10

Amended MYSA Soccer Program and Field Use Agreement for 2025- 2024

Meeting Date

November 4, 2024

Presenter

Aaron Davis, Recreation and Parks Director
Chip Foushee, MYSA

Public Hearing

Yes ☐ No ☒

Summary

The Mebane Youth Soccer Association (MYSA) wishes to continue its partnership with the City of Mebane as the primary programming entity for Soccer in the City of Mebane and for its City of Mebane field use.

Background

MYSA has been programming and administering the City of Mebane's recreational soccer program for many years. It also administers a very successful travel/academy/classic and elite program that has utilized all of Mebane's soccer fields. MYSA also has a Top Soccer program that is inclusive and very beneficial to children who need a safe place to play soccer with assistance from others. As stated in the revised contract, the City is interested in seeing adult and senior active adult soccer offered by MYSA in the future. After reviewing the previous contract, a few minor adjustments need to be made to encompass the intent of the agreement between the City of Mebane and MYSA. The City of Mebane administration, the recreation department, and MYSA have reviewed this document, and all agree it is ready for Mebane City Council approval.

Financial Impact

MYSA has been aiding the City with maintenance costs for equipment, grass, turf, and other needs. While this contract does not set exact amounts, MYSA has vitally contributed to improvements at the MACC Soccer Complex and Community Park. The City has also recommended that MYSA provide funding for City Staff during Large MYSA Tournaments that require full-time and part-time city staff to take care of maintenance needs, trash collection, and cleaning during the tournaments.

Recommendation

Staff recommends approval of the MYSA Soccer Program and Field Use Agreement as presented.

Suggested Motion

I move to approve the MYSA Soccer Program and Field Use Agreement between the City of Mebane and the Mebane Youth Soccer Association as presented.

Attachments

1. MYSA and the City of Mebane revised Agreement for 2025-2027
2. MYSA and the City of Mebane revised the Agreement for 2025-2027 with tracked changes
3. Previous MYSA Contract 2022-2024



Soccer Program and Field Use Agreement between the City of Mebane and Mebane Youth Soccer Association

This Agreement is made as of the fourth day of November 2024 by and between the City of Mebane and the Mebane Youth Soccer Association (MYSA). Effective on January 1, 2025

Whereas, MYSA is prepared for and desires to provide administrative duties and operational responsibilities for the MYSA soccer program; and

Whereas, the City desires MYSA to provide the soccer program, specifically the City Recreation Soccer Program, for all ages; and

Whereas, the subject facilities are located at 622 Corregidor Drive (MACC Soccer Complex) and 550 West Center Street (Mebane Community Park Artificial Turf Soccer Complex). The Baseball/Softball complex at the MACC may be used as a backup location but must be requested and approved by the City before use.) Future fields may be added when constructed and/or available for use.

Whereas, MYSA is a member of the North Carolina Youth Soccer Association; and

Whereas, MYSA provides various levels of play from which to choose, depending on the player's preferred level of competition: recreation, academy, classic, elite and TOPSoccer; and

Whereas, MYSA collects fees from players that vary depending on the level of play in which they are engaged to cover the cost of operating the club, pay the fees associated with fielding teams through MYSA's sanctioning body; and

Whereas, MYSA uses a volunteer coaching model that helps maintain fees at an affordable rate for players at all levels and, MYSA provides a financial aid program with verification for those in need; and

Whereas, MYSA coordinates a summer camp(s) in July each year; and

Whereas, the City of Mebane will provide information on the TV located outside the concession stand for the MYSA daily schedule to help notify the citizens of scheduled field use each day; and

Whereas, The City of Mebane requires MYSA to coordinate a Mebane Community Park beautification day three times a year, which City Staff will schedule with MYSA, to help keep the park looking aesthetically pleasing and will provide staff to help with adding additional infill in high-use areas on the fields at least once a week.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and subject to the terms and conditions set forth, the City does hereby license unto MYSA and MYSA does hereby accept this Agreement.

Section #1 – Field Use

The City hereby grants to MYSA a license for use of soccer fields at 622 Corregidor Drive and 550 W. Center St. MYSA is licensed to use the fields:

- January – May and August – -Early December
 - Monday through Friday from 5:30pm – 10:00pm, Saturday from 8am – 10pm, and Sunday from 10:00am – 5:00pm
- June - July – The City of Mebane must approve all usage before entry into the google drive and schedules are confirmed.
- Mid to Late December – Designated for annual maintenance, so all use must be approved by the City.
- The Grass fields at the MACC will be closed following the spring recreation season in May through at least the 4th of July holiday, but potentially through the end of July.

Throughout the terms of the Agreement,- and any other time the City needs to perform maintenance on the fields and/or the fields are deemed unplayable due to weather and the condition of the fields, the City of Mebane will notify MYSA with as much notice as possible when maintenance will be completed on the fields. - (*see section 3*)

The City of Mebane requires MYSA to enter their practices, training, games, camps, and all other activities-a shared Google sheet accessible to both MYSA and the City. The City will be in charge of entering all facility use into the recreation software so that field availability can be viewed by the public. MYSA will be required to provide a list of coaches and contact information and/or enter the following details when providing the information above:

- Dates
- Times
- Field Location
- Instructor / Coach
- Instructor / Coach Cell Phone #
- Team Name
- Activity (Practice, Training, Game etc.)
- Active Site Supervisor for Activity
- Site Supervisor Cell Phone #

In the event that this information is not entered into the system less than two weeks from the scheduled activity, the City of Mebane may rent the facility to other groups requesting field usage. The City of Mebane will continue to notify MYSA of field rentals more than two weeks before a possible rental but will not contact MYSA within the two weeks leading up to a requested rental. The City will edit the shared Google sheet, when non-MYSA rentals have been approved and therefore, MYSA will be notified when viewing the shared sheet.

MYSA has been permitted to supply and hang two MYSA banners at each location. These banners may only advertise MYSA soccer programs. Any facility sponsorship and or signage must be secured by a third party through the Recreation & Parks Department. MYSA will be permitted to secure sponsorships

for its Spring Tournament. However, banners may not be hung on fences and must be hung using ground anchors or temporary signs that must be removed following play. All banners shall be approved by the City before the tournament.

The City and MYSA desire a partnership between MYSA and the Downtown Mebane Development Corporation (DMDC), the Mebane Business Association (MBA), and all Hotels in Mebane to help advertise to out-of-town players, parents, and other attendees to shop local, stay overnight local within Mebane hotels/vrbo/ab&b, and eat local during their time in Mebane for MYSA sanctioned games and tournaments. Advertisements could be accomplished via print material, temporary signage, use of the TV on site at the Community Park, MYSA website, and/or any other way not mentioned and approved by the City.

The City will oversee making changes to the daily schedule and marketing materials on the TV at the turf fields. The TV must be turned on, if not already on, when MYSA arrives at the fields. The TV is set with an automatic time to turn off at 10:00 pm. The TV remote will be located in the key lock box inside the concessions door immediately to the right when entering the room.

- Monday - Friday - The City of Mebane will turn on the TV
- Saturday - Sunday - MYSA will turn on the TV

The City of Mebane's programs and events have priority over all MYSA-sanctioned events. The City of Mebane will give MYSA adequate notice of any events, which MYSA must adjust its schedule for if there is a conflict. The City will not ask MYSA to adjust its schedule for any non-MYSA soccer-related tournaments or events within a reasonable amount of time, unless related to one of the local schools playing an important game.

Along with the TV at the Community Park, the City of Mebane will utilize the Civic Rec software to post daily schedules for each of the facilities used. These schedules will be accessible via the City of Mebane website, so the public has the ability to view daily schedules and know when and where open play is available.

Final decisions on the availability of fields during or subsequent to rain or different adverse weather will be made by the City in consultation with MYSA. A designated MYSA representative with a City Leader will perform a walkthrough of the fields to be used before scheduled play in order to maintain safe conditions and minimize field damage. Efforts will be made to make such decisions promptly, which accommodates both parties.

Section #2 – Programs

MYSA shall provide the youth soccer program for the City and use the City Facilities for the limited purpose of operating the youth soccer program, including;

- Practices
- Games
- Training Sessions
- Summer Camps
- MYSA Tournaments

MYSA currently offers the following programs:

2A - Recreation Soccer - an organized, community-based program designed for children and teenagers to play soccer in a fun, semi-competitive environment. These leagues prioritize enjoyment, physical activity, skill development, and teamwork over winning. All skill levels are welcome, and the emphasis is on participation, learning the game, and developing sportsmanship.

- a. All Recreation teams that do not play in a tournament must attempt to play at least one game at the artificial turf fields, each season or have the opportunity to practice at the artificial turf fields at some point during the season.
- b. All Recreation tournament games in divisions U8 and older must be played at the artificial turf fields.

2B – Competitive (Academy, Classic Elite) Soccer - a more competitive level of youth soccer compared to recreational leagues. It is designed for players who have developed a higher skill level and are looking for more advanced training, competition, and commitment. These programs typically involve tryouts to select players, and teams compete in regional or state leagues against other similarly skilled teams.

- Recreation games should take precedence over any competitive training activities (practices, training, camps etc..) for MYSA's competitive soccer program from a field use standpoint.
- It is encouraged by the City for MYSA to schedule "friendly" 4 team weekend tournaments with teams traveling from the WEST, SOUTH, and EAST (three different directions) for round-robin events that may aid with the City of Mebane tourism initiatives. Teams traveling from far enough to increase the number of overnight stays in local Mebane hotels, is desired.

2C – Top Soccer - a community-based soccer program in Mebane, North Carolina, designed to provide children and young adults with disabilities the opportunity to play soccer. TOPSoccer (The Outreach Program for Soccer) is a national initiative supported by U.S. Youth Soccer that aims to create an inclusive environment where players with physical, intellectual, or developmental disabilities can enjoy the sport of soccer in a supportive, fun, and adaptable setting.

The program is typically run by volunteers, including trained coaches and "buddies," who assist players during practices and games. Mebane TOPSoccer focuses on promoting physical activity, social interaction, and teamwork while making the game accessible to players of all abilities. The program fosters a positive, welcoming atmosphere and is tailored to meet the needs of each participant, ensuring they have a rewarding and enjoyable soccer experience.

- City desires MYSA to continue this program.

2D – Adult Soccer - A pick-up style soccer league for adults, typically focused on fun, fitness, and social engagement rather than intense competition. These leagues are open to players of varying skill levels, from beginners to those with more experience, and are often co-ed or divided into different age or skill categories. MYSA would help organize times and assign volunteers to champion the activities.

- City desires MYSA to offer adult soccer

2E – Senior Active Adult Soccer - a soccer program designed specifically for older adults, aged 50 and above, who want to stay active, enjoy the game, and engage in social interaction in a relaxed, non-competitive setting. The emphasis in these programs is on fitness, fun, and camaraderie rather than

competition. The City will assume responsibility for taking registration for this program, but MYSA will be responsible for administering and leading the program with use of it's volunteer coaches.

- City desires MYSA to offer a soccer program for ages 50+ with different age groups.

All non-MYSA activities must be requested, approved, and rented through the City of Mebane. MYSA cannot rent any fields to or on behalf of outside organizations or engage in contract negotiations with those groups. All correspondence between MYSA and other organizations will be referred to the City of Mebane. MYSA must take registration for all programs through MYSA, not other organizations with affiliation to MYSA will be allowed to use the fields without approval by the City of Mebane. All non-MYSA programs must be approved and scheduled with the City prior to the marketing and/or public information being shared about those programs.

MYSA agrees to pay the appropriate amount to the City of Mebane through the Recreation and Parks Civic Rec Software, for all maintenance performed during any MYSA tournaments that require regular cleaning of restrooms, removal and replacement of trash bags, and any other maintenance that may need to be completed during the tournaments. The rate of pay and number of hours worked will be determined before each tournament with approval by MYSA based on what City of Mebane employees are assigned the duties of the tournament maintenance. Typically, only one employee per facility will be required at a time.

Section #3 - Maintenance

MYSA shall continue to help fund the purchase and installation of the replacement of sod to repair natural grass areas at 622 Corregidor Drive or needed maintenance of the Artificial Turf Fields at 550 W. Center St. on an annual basis at a maximum of \$25,000 per year at the request of the City of Mebane. In the event of unforeseen circumstances, this amount may be revisited by both parties if needed and mutually agreed upon. Additionally, MYSA will continue to maintain and repair all goals, goal nets, and nets behind the goals, to the appropriate standard for play and for safety at all facilities. Costs for complete replacement of benches and bleachers that are unsafe for use, will be shared 50/50 between MYSA and the City of Mebane when needed if the \$25,000 maximum has already been reached. The City will continue to perform minor maintenance on benches and bleachers at all facilities. MYSA will also agree to pay for the expenses of netting repair and replacement as needed, no more than once a year, behind goals at 550 W. Center St. Any single asset costing \$5,000 or more that must be replaced/purchased or any project totaling OVER \$5,000 must be paid for by the City of Mebane. MYSA would then be invoiced their portion of the total cost associated with that asset or project. Lastly, MYSA will continue to store equipment in a proper storage unit and will not be allowed to use any utility closets at the Community Park. MYSA may purchase more storage units if needed but must get City of Mebane approval for size/type/colors and the location of such buildings.

MYSA will aid the City of Mebane at a minimum of once per week, adding infill to the artificial turf fields in high-wear areas, which could include:

- Goalie Box
- Penalty Kick Mark
- Corner Kick areas
- Referee sidelines

- Midfield Mark

MYSA will be included in all maintenance training at the artificial turf fields to ensure proper placement and application of the infill takes place along with any other related field maintenance education. In addition to the training, MYSA has also been supplied with YouTube links and instructions for infill replacement.

The City of Mebane shall clear the scheduled fields and all restrooms of all trash and debris the morning after MYSA use. The City agrees to maintain the grounds, including restrooms, fields, and perimeter fencing at both facilities. The City shall be responsible for lining all fields before MYSA use when appropriate. If MYSA requires updating of painted lines, they must contact the City representative at least 48 hours (Monday-Friday) before the need for updating. The City shall purchase and apply field preparation materials such as “Plus Five” and “Turface” or other materials as necessary.

As of September 2024, MYSA has entered into a separate agreement with Alamance-Burlington School System (ABSS), specifically, with Southeast Alamance H.S. to jointly pay for a robotic field paint machine. This machine will be used by both Southeast Alamance H.S. and the City of Mebane through a separate agreement. The City of Mebane, along with MYSA, desires to purchase a separate robotic field painting machine in the future. If MYSA purchases a Robo Painter outright, the purchase amount will not be deducted from the annual maintenance amount listed above. Under the current contract with ABSS, The City of Mebane oversees regular maintenance and minor fixes of the robotic field painting machine. If this machine is unable to be used, the City of Mebane will paint fields with aerosol paint as an alternative method and to ensure MYSA's games can continue as scheduled.

Section #4 – Daily Tasks and Requirements

MYSA is required to keep all City-owned storage, concession, and all other facilities clean, organized, and to the standard of regular operating order.

MYSA will move goals to the fences and lock as much as possible at the MACC grass soccer fields each night after play. This will aid the City maintenance staff with mowing, and lining the fields.

If facilities are unsatisfactory, MYSA and its representatives will have 48 hours to tend to the issues; except for goals and benches, which will need to be removed as quickly as possible if left out overnight.

The City will notify MYSA of field lining and mowing schedules to assist with the timing for goal removal.

Section #5 – Terms of Agreement

This Agreement shall be valid for three years, renewable upon mutual consent for an additional three-year period up to two additional terms. Both parties shall provide a 90-day notice of their intent to renew.

Either party may terminate this Agreement at any time with written 60 days' notice except during seasons for which MYSA has already scheduled, in which case the period of notice shall be the conclusion of that season.

Section #6 – Administrative Duties

MYSA will provide contact information for all individuals who will be overseeing the programs listed above in section #2. The City may contact to address any immediate concerns and to send notice, written or electronic, related to this Agreement. Notice is not deemed delivered until receipt is acknowledged by the receiving party. **MYSA will provide a coaches list with contact information along with a list of MYSA representatives and their contact information. The City of Mebane will prioritize all communication to the MYSA representatives before attempting to communicate with coaches.**

MYSA will be responsible for all players, spectators, fans, equipment, and anything else related to their soccer operations.

MYSA will be responsible to function as any other renter of the facility based on reservations. If MYSA finds that other groups or citizens are using the fields when they arrive at the fields, City of Mebane Police will be the first point of contact anytime this occurs after normal business hours. If there are any issues asking others to leave the fields. MYSA may also internally manage these situations, if they choose.

The City of Mebane will schedule all light usage based on the schedules entered in the google drive, where schedules will be entered as referenced above in section #1. MYSA representatives should contact the City of Mebane Recreation Superintendent or Recreation and Parks Director if light usage will exceed the initial need for any given night or if there are any mechanical problems with the lights.

Section #7 – Insurance Requirements

MYSA shall obtain and maintain at its sole expense general liability insuring against any and all losses at the City facilities as further herein the policy shall provide coverage in an amount not less than \$1,000,000, naming the City as additional insured with a waiver of subrogation as to the City. MYSA shall provide a copy of the same to the City and other proof of coverage as the City requests. MYSA shall obtain from each of its participants or his or her legal guardian a signed general release of liability form discharging the City from any and all liability for personal injury, death, or property damage sustained during participation in MYSA programs and activities.

By signing below, the representative of MYSA warrants that he is authorized to execute the Agreement on behalf of MYSA and that he has obtained all authorizations, approvals, and resolutions from MYSA to this Agreement.

Mebane Youth Soccer Association by:

Allan Huffman, MYSA Board President

City of Mebane by:

Preston Mitchell, City Manager

This agreement has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.

Daphna Schwartz, City Finance Officer

This agreement has been approved as to form and substance.

Lawson Brown, Jr., City Attorney

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Soccer Program and Field Use Agreement between the City of Mebane and Mebane Youth Soccer Association

This Agreement is made as of the ~~first~~fourth day of November ~~2021~~ 2024 by and between the City of Mebane and the Mebane Youth Soccer Association (MYSA). Effective on January 1, ~~2022~~ 2025

Whereas, MYSA is prepared for and desires to provide administrative duties and operational responsibilities for the MYSA soccer program; and

Whereas, the City desires MYSA to provide the soccer program, *specifically the City Recreation Soccer Program, for all ages*; and

Whereas, the subject facilities are located at 622 Corregidor Drive (MACC Soccer Complex) and 550 West Center Street (Mebane Community Park Artificial Turf Soccer Complex). The Baseball/Softball complex at the MACC may be used as a backup location but must be requested and approved by the City before use.) *Future fields may be added when constructed and/or available for use.*

Whereas, MYSA is a member of the North Carolina Youth Soccer Association; and

Whereas, MYSA provides various levels of play from which to choose, depending on the player's preferred level of competition: recreation, academy, classic, elite and TOPSoccer; and

Whereas, MYSA collects fees from players that vary depending on the level of play in which they are engaged to cover the cost of operating the club, pay the fees associated with fielding teams through MYSA's sanctioning body; and

Whereas, MYSA uses a volunteer coaching model that helps maintain fees at an affordable rate for players at all levels and, MYSA provides a financial aid program with verification for those in need; and

Whereas, MYSA coordinates a summer camp(s) in July each year. ~~in conjunction with Challenger British Soccer;~~ and

Whereas, the City of Mebane will provide ~~notification boards~~ *information on the TV located outside the concession stand* for the MYSA daily schedule to help notify the citizens of scheduled field use each day; and

Whereas, The City of Mebane requires MYSA to coordinate a Mebane Community Park beautification day three times a year, *that City Staff will schedule with MYSA,* to help keep the park looking aesthetically pleasing *and will provide staff to help with adding additional infill in high use areas on the fields at least once a week.*

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Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and subject to the terms and conditions set forth, the City does hereby license unto MYSA and MYSA does hereby accept this Agreement.

Section #1 – Field Use

The City hereby grants to MYSA a license for use of soccer fields at 622 Corregidor Drive and 550 W. Center St. MYSA is licensed to use the fields:

- January – May and ~~September~~ August – ~~November~~ Early December
 - Monday through Friday from ~~6:00pm~~ 5:30pm – 10:00pm, Saturday from 8am – 10pm, and Sunday from ~~Noon~~ 10:00am – 5:00pm
- ~~June and August~~
 - ~~Monday – Friday from Noon – 8pm, Saturday from 8am – 10pm, and Sunday from Noon – 5:00pm~~
- June - July – The City of Mebane must approve all usage before entry into the google drive and schedules are confirmed.
- Mid to Late December – Designated for annual maintenance, so all use must be approved by the City.
- The Grass fields at the MACC will be closed following the spring recreation season in May through at least the 4th of July holiday, but potentially through the end of July.

Throughout the terms of the Agreement, ~~Except the month of July~~ and any other time the City needs to perform maintenance on the fields and/or the fields are deemed unplayable due to weather and the condition of the fields, the City of Mebane will notify MYSA with ~~plenty of~~ as much notice as possible when maintenance will be completed on the fields. - (see section 3)

The City of Mebane requires MYSA to enter their practices, training, games, camps, and all other activities ~~into the Civic Rec registration software~~ a shared Google sheet accessible to both MYSA and the City. The City will be in charge of entering all facility use into the recreation software so that field availability can be viewed by the public. MYSA will be required to provide a list of coaches and contact information and/or enter the following details when providing the information above:

- Dates
- Times
- Field Location
- Instructor / Coach
- Instructor / Coach Cell Phone #
- Team Name
- Activity (Practice, Training, Game etc.)
- Active Site Supervisor for Activity
- Site Supervisor Cell Phone #

In the event that this information is not entered into the system less than two weeks from the scheduled activity, the City of Mebane may rent the facility to other groups requesting field usage. The City of Mebane will continue to notify MYSA of field rentals more than two weeks before a possible rental but

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will not contact MYSA within the two weeks leading up to a requested rental. The City will edit the shared Google sheet, when non-MYSA rentals have been approved and therefore, MYSA will be notified when viewing the shared sheet. ~~One MYSA representative will be issued administration access to the Civic Rec Software to efficiently add the detailed information into the system. MYSA may also provide their schedules, VIA google drive, to the recreation and parks department for entry by a designated leader of the recreation and parks department.~~

MYSA has been permitted to supply and hang two MYSA banners at each location. These banners may only advertise MYSA soccer programs. Any facility sponsorship and or signage must be secured by a third party through the Recreation & Parks Department. MYSA will be permitted to secure sponsorships for its Spring Tournament. However, banners may not be hung on fences and must be hung using ground anchors or temporary signs that must be removed following play. All banners shall be approved by the City before the tournament.

The City and MYSA desire a partnership between MYSA and the Downtown Mebane Development Corporation (DMDC), the Mebane Business Association (MBA), and all Hotels in Mebane to help advertise to out-of-town players, parents, and other attendees to shop local, stay overnight local within Mebane hotels/vrbo/ab&b, and eat local during their time in Mebane for MYSA sanctioned games and tournaments. Advertisements could be accomplished via print material, temporary signage, use of the TV on site at the Community Park, MYSA website, and/or any other way not mentioned and approved by the City.

The City will oversee making changes to the daily schedule and marketing materials on the TV at the turf fields. The TV must be turned on, if not already on, when MYSA arrives at the fields. The TV is set with an automatic time to turn off at 10:00 pm. The TV remote will be located in the key lock box inside the concessions door immediately to the right when entering the room.

- Monday - Friday - The City of Mebane will ~~post the daily schedule~~ turn on the TV
- Saturday - Sunday - MYSA will ~~post the daily schedule~~ turn on the TV

The City of Mebane's programs and events have priority over all MYSA sanctioned events. The City of Mebane will give MYSA adequate notice of any events, which MYSA must adjust their schedule for if there is a conflict. ~~The City will not ask MYSA to adjust its schedule for any non-MYSA soccer-related tournaments or events within a reasonable amount of time, unless related to one of the local schools playing an important game.~~

Along with the TV at the Community Park, the City of Mebane will utilize the Civic Rec software to post daily schedules for each of the facilities used. These schedules will be accessible via the City of Mebane website, so the public has the ability to view daily schedules and know when and where open play is available.

Final decisions on the availability of fields during or subsequent to rain or different adverse weather will be made by the City in consultation with MYSA. A designated MYSA representative with a City Leader will perform a walkthrough of the fields to be used before scheduled play in order to maintain safe conditions and minimize field damage. Efforts will be made to make such decisions promptly, which accommodates both parties.

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Section #2 – Programs

MYSA shall provide the youth soccer program for the City and use the City Facilities for the limited purpose of operating the youth soccer program, including;

- Practices
- Games
- Training Sessions
- Summer Camps
- MYSA Tournaments

MYSA currently offers the following programs:

2A - Recreation Soccer - an organized, community-based program designed for children and teenagers to play soccer in a fun, semi-competitive environment. These leagues prioritize enjoyment, physical activity, skill development, and teamwork over winning. All skill levels are welcome, and the emphasis is on participation, learning the game, and developing sportsmanship.

- a. All Recreation teams that do not play in a tournament must attempt to play at least one game at the artificial turf fields, each season or have the opportunity to practice at the artificial turf fields at some point during the season.
- b. All Recreation tournament games in divisions U8 and older must be played at the artificial turf fields.

2B – Competitive (Academy, Classic Elite) Soccer - a more competitive level of youth soccer compared to recreational leagues. It is designed for players who have developed a higher skill level and are looking for more advanced training, competition, and commitment. These programs typically involve tryouts to select players, and teams compete in regional or state leagues against other similarly skilled teams.

- Recreation games should take precedence over any competitive training activities (practices, training, camps etc..) for MYSA's competitive soccer program from a field use standpoint.
- It is encouraged by the City for MYSA to schedule "friendly" 4 team weekend tournaments with teams traveling from the WEST, SOUTH, and EAST (three different directions) for round-robin events that may aid with the City of Mebane tourism initiatives. Teams traveling from far enough to increase the number of overnight stays in local Mebane hotels, is desired.

2C – Top Soccer - a community-based soccer program in Mebane, North Carolina, designed to provide children and young adults with disabilities the opportunity to play soccer. TOPSoccer (The Outreach Program for Soccer) is a national initiative supported by U.S. Youth Soccer that aims to create an inclusive environment where players with physical, intellectual, or developmental disabilities can enjoy the sport of soccer in a supportive, fun, and adaptable setting.

The program is typically run by volunteers, including trained coaches and "buddies," who assist players during practices and games. Mebane TOPSoccer focuses on promoting physical activity, social interaction, and teamwork while making the game accessible to players of all abilities. The program fosters a positive, welcoming atmosphere and is tailored to meet the needs of each participant, ensuring they have a rewarding and enjoyable soccer experience.

- City desires MYSA to continue this program.

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2D – Adult Soccer - A pick-up style soccer league for adults, typically focused on fun, fitness, and social engagement rather than intense competition. These leagues are open to players of varying skill levels, from beginners to those with more experience, and are often co-ed or divided into different age or skill categories. MYSA would help organize times and assign volunteers to champion the activities.

- City desires MYSA to offer adult soccer

2E – Senior Active Adult Soccer - a soccer program designed specifically for older adults, aged 50 and above, who want to stay active, enjoy the game, and engage in social interaction in a relaxed, non-competitive setting. The emphasis in these programs is on fitness, fun, and camaraderie rather than competition. The City will assume responsibility for taking registration for this program, but MYSA will be responsible for administering and leading the program with use of its volunteer coaches.

- City desires MYSA to offer a soccer program for ages 50+ with different age groups.

All non-MYSA activities must be requested, approved, and rented through the City of Mebane. MYSA cannot rent any fields to or on behalf of outside organizations or engage in contract negotiations with those groups. All correspondence between MYSA and other organizations will be referred to the City of Mebane. MYSA must take registration for all programs through MYSA, not other organizations with affiliation to MYSA will be allowed to use the fields without approval by the City of Mebane. All non-MYSA programs must be approved and scheduled with the City prior to the marketing and/or public information being shared about those programs.

MYSA agrees to pay the appropriate amount to the City of Mebane through the Recreation and Parks Civic Rec Software, for all maintenance performed during any MYSA tournaments that require regular cleaning of restrooms, removal and replacement of trash bags, and any other maintenance that may need to be completed during the tournaments. The rate of pay and number of hours worked will be determined before each tournament with approval by MYSA based on what City of Mebane employees are assigned the duties of the tournament maintenance. Typically, only one employee per facility will be required at a time.

Section #3 - Maintenance

MYSA shall continue to help fund the purchase and installation of the replacement of sod to repair natural grass areas at 622 Corregidor Drive or needed maintenance of the Artificial Turf Fields at 550 W. Center St. on an annual basis at a maximum of \$25,000 per year at the request of the City of Mebane. In the event of unforeseen circumstances, this amount may be revisited by both parties if needed and mutually agreed upon. Additionally, MYSA will continue to maintain and repair all goals, goal nets, and nets behind the goals, to the appropriate standard for play and for safety at all facilities. Costs for complete replacement of benches and bleachers that are unsafe for use, will be shared 50/50 between MYSA and the City of Mebane when needed if the \$25,000 maximum has already been reached. The City will continue to perform minor maintenance on benches and bleachers at all facilities. MYSA will also agree to pay for the expenses of netting repair and replacement as needed, no more than once a year, behind goals at 550 W. Center St. Any single asset costing \$5,000 or more that must be replaced/purchased or any project totaling OVER \$5,000 must be paid for by the City of Mebane. MYSA would then be invoiced their portion of the total cost associated with that asset or project. Lastly, MYSA will continue to store equipment in a proper storage unit and will not be allowed to use any utility

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closets at the Community Park. MYSA may purchase more storage units if needed but must get City of Mebane approval for size/type/colors and the location of such buildings.

~~MYSA will also agree to pay for the expenses of chain link fence repair and replacement as needed, no more than once a year, behind goals at 550 W. Center St. Additionally, MYSA will agree to help with the maintenance costs of the artificial turf fields at 550 W. Center St. annually and as needed. Lastly, MYSA will need to store equipment in a proper storage unit and will not be allowed to use any utility closets at the Community Park or the MACC grass fields. MYSA may purchase a storage unit if needed for the storage but must get City of Mebane approval for size/type/colors and the location of such buildings.~~

MYSA will aid the City of Mebane at a minimum of once per week, adding infill to the artificial turf fields in high-wear areas, which could include:

- Goalie Box
- Penalty Kick Mark
- Corner Kick areas
- Referee sidelines
- Midfield Mark

MYSA will be included in all maintenance training at the artificial turf fields to ensure proper placement and application of the infill takes place along with any other related field maintenance education. In addition to the training, MYSA has also been supplied with YouTube links and instructions for infill replacement.

The City of Mebane shall clear the scheduled fields and all restrooms of all trash and debris the morning after MYSA use. The City agrees to maintain the grounds, including restrooms, fields, and perimeter fencing at both facilities. The City shall be responsible for lining all fields before MYSA use when appropriate. If MYSA requires updating of painted lines, they must contact the City representative at least 48 hours (Monday-Friday) before the need for updating. The City shall purchase and apply field preparation materials such as “Plus Five” and “Turface” or other materials as necessary.

As of September 2024, MYSA has entered into a separate agreement with Alamance-Burlington School System (ABSS), specifically, with Southeast Alamance H.S. to jointly pay for a robotic field paint machine. This machine will be used by both Southeast Alamance H.S. and the City of Mebane through a separate agreement. The City of Mebane, along with MYSA, desires to purchase a separate robotic field painting machine in the future. **If MYSA purchases a Robo Painter outright, the purchase amount will not be deducted from the annual maintenance amount listed above. Under the current contract with ABSS, The City of Mebane oversees regular maintenance and minor fixes of the robotic field painting machine.** If this machine is unable to be used, the City of Mebane will paint fields with aerosol paint as an alternative method and to ensure MYSA's games can continue as scheduled.

Section #4 – Daily Tasks and Requirements

MYSA is required to keep all City-owned storage, concession, and all other facilities clean, organized, and to the standard of regular operating order.

MYSA will move goals to the fences and lock as much as possible at the MACC grass soccer fields each night after play. This will aid the City maintenance staff with mowing, and lining the fields.

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If facilities are unsatisfactory, MYSA and its representatives will have 48 hours to tend to the issues; except for goals and benches, which will need to be removed as quickly as possible if left out overnight.

The City will notify MYSA of field lining and mowing schedules to assist with the timing for goal removal.

Section #5 – Terms of Agreement

This Agreement shall be valid for three years, renewable upon mutual consent for an additional three-year period up to two additional terms. Both parties shall provide a 90-day notice of their intent to renew.

Either party may terminate this Agreement at any time with written 60 days' notice except during seasons for which MYSA has already scheduled, in which case the period of notice shall be the conclusion of that season.

Section #6 – Administrative Duties

MYSA will provide contact information for all individuals who will be overseeing the programs listed above in section #2. The City may contact to address any immediate concerns and to send notice, written or electronic, related to this Agreement. Notice is not deemed delivered until receipt is acknowledged by the receiving party. **MYSA will provide a coaches list with contact information along with a list of MYSA representatives and their contact information. The City of Mebane will prioritize all communication to the MYSA representatives before attempting to communicate with coaches.**

MYSA will be responsible for all players, spectators, fans, equipment, and anything else related to their soccer operations.

MYSA will be responsible to function as any other renter of the facility based on reservations. If MYSA finds that other groups or citizens are using the fields when they arrive at the fields, City of Mebane Police will be the first point of contact anytime this occurs after normal business hours. If there are any issues asking others to leave the fields. MYSA may also internally manage these situations, if they choose.

The City of Mebane will schedule all light usage based on the schedules entered in the google drive, where schedules will be entered as referenced above in section #1. MYSA representatives should contact the City of Mebane Recreation Superintendent or Recreation and Parks Director if light usage will exceed the initial need for any given night or if there are any mechanical problems with the lights.

Section #7 – Insurance Requirements

MYSA shall obtain and maintain at its sole expense general liability insuring against any and all losses at the City facilities as further herein the policy shall provide coverage in an amount not less than \$1,000,000, naming the City as additional insured with a waiver of subrogation as to the City. MYSA shall provide a copy of the same to the City and other proof of coverage as the City requests. MYSA shall obtain from each of its participants or his or her legal guardian a signed general release of liability form discharging the City from any and all liability for personal injury, death, or property damage sustained during participation in MYSA programs and activities.

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By signing below, the representative of MYSA warrants that he is authorized to execute the Agreement on behalf of MYSA and that he has obtained all authorizations, approvals, and resolutions from MYSA to this Agreement.

Mebane Youth Soccer Association by:

Allan Huffman, MYSA Board President

City of Mebane by:

Preston Mitchell, City Manager

This agreement has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.

Daphna Schwartz, City Finance Officer

This agreement has been approved as to form and substance.

Lawson Brown, Jr., City Attorney



Soccer Program and Field Use Agreement between the City of Mebane and Mebane Youth Soccer Association

This Agreement is made as of the first day of November 2021 by and between the City of Mebane and the Mebane Youth Soccer Association (MYSA). Effective on January 1, 2022

Whereas, MYSA is prepared for and desires to provide administrative duties and operational responsibilities for the MYSA soccer program; and

Whereas, the City desires MYSA to provide the soccer program; and

Whereas, the subject facilities are located at 622 Corregidor Drive (MACC Soccer Complex) and 550 West Center Street (Mebane Community Park Artificial Turf Soccer Complex). The Baseball/Softball complex at the MACC may be used as a backup location but must be requested and approved by the City before use.

Whereas, MYSA is a member of the North Carolina Youth Soccer Association; and

Whereas, MYSA provides various levels of play from which to choose, depending on the players preferred level of competition Recreation Soccer, Academy, Classic, and TOPSoccer; and

Whereas, MYSA collect fees from players that vary depending on the level of play in which they are engaged to cover the cost of operating the club, pay the fees associated with fielding teams through MYSA's sanctioning body; and

Whereas, MYSA uses a volunteer coaching model that helps maintain fees at an affordable rate for players at all levels, MYSA provides a financial aid program with verification for those in need; and

Whereas, MYSA coordinates a summer camp in July each year, in conjunction with Challenger British Soccer; and

Whereas, the City of Mebane will provide notification boards for the MYSA daily schedule to help notify the citizens of scheduled field use each day.

Whereas, The City of Mebane requires MYSA to coordinate a Mebane Community Park beautification day three times a year to help keep the park looking aesthetically pleasing; and

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth, the City does hereby license unto MYSA and MYSA does hereby accept this Agreement.

Section #1

The City hereby grants to MYSA a license for use of soccer fields at 622 Corregidor Drive and 550 W. Center St. MYSA is licensed to use the fields:

- January – May and September – November
 - Monday through Friday from 6:00pm – 10:00pm, Saturday from 8am – 10pm, and Sunday from Noon – 5:00pm
- June and August
 - Monday – Friday from Noon - 8pm, Saturday from 8am – 10pm, and Sunday from Noon-5:00pm
- July – All usage must be approved by the City of Mebane prior to entry into the registration software.

Throughout the terms of the Agreement, except for the Month of July and any other time the City needs to perform maintenance on the fields and/or the fields are deemed unplayable due to weather and the condition of the fields, the City of Mebane will notify MYSA with plenty of notice when maintenance will be completed on the fields.

The City of Mebane requires MYSA to enter their practices, games, camps, and all other activities into the Civic Rec registration software with details including: dates, times, division, coaches name, and coaches contact information. In the event that this information is not entered into the system less than two weeks from the scheduled activity, the City of Mebane may rent the facility to other groups requesting field usage. The City of Mebane will continue to notify MYSA of field rentals more than two weeks before a possible rental, but will not contact MYSA within the two weeks leading up to a requested rental. One MYSA representative will be issued administration access to the Civic Rec Software to efficiently add the detailed information into the system. MYSA may also provide their schedules, VIA google drive, to the recreation and parks department for entry by a designated leader of the recreation and parks department.

MYSA priority use signs will be removed in lieu of the notification boards showing MYSA's daily schedule.

- Monday - Friday - The City of Mebane will post the daily schedule
- Saturday - Sunday - MYSA will post the daily schedule

The City of Mebane's programs and events have priority over all MYSA sanctioned events. The City of Mebane will give MYSA plenty of notice of any events, which MYSA must adjust their schedule for.

The City of Mebane will utilize the Civic Rec software to post daily schedules for each of the facilities used. These schedules will be accessible via the City of Mebane website, so the public has the ability to view daily schedules and know when and where open play is available.

Section #2

MYSA shall provide the youth soccer program for the City and use the City Facilities for the limited purpose of operating the youth soccer program, including;

- Practices
- Games
- Training Sessions
- Summer Camps
- MYSA Tournaments

All other uses must be requested, approved, and rented through the City of Mebane. MYSA cannot rent any fields to outside organizations or engage in contract negotiations with those groups. All correspondence between MYSA and other organizations will be deferred to the City of Mebane. MYSA must take registration for all programs through MYSA, not other organizations with affiliation to MYSA will be allowed to use the fields with out approval by the City of Mebane.

Section #3

MYSA shall continue to purchase and cause the placement of sod to repair natural grass areas at 622 Corregidor Drive on an annual basis based on need or the request of the City of Mebane. Additionally, MYSA will continue to maintain and repair all goals and goal nets to the appropriate standard for play. MYSA will also agree to pay for the expenses of chain link fence repair and replacement as needed, no more than once a year, behind goals at 550 W. Center St. Additionally, MYSA will agree to help with the maintenance costs of the artificial turf fields at 550 W. Center St. annually and as needed. Lastly, MYSA will need to store equipment in a proper storage unit and will not be allowed to use any utility closets at the Community Park or the MACC grass fields. MYSA may purchase a storage unit if needed for the storage but must get City of Mebane approval for size/type/colors and the location of such buildings.

Section #4

This Agreement shall be valid for three years, renewable upon mutual consent for an additional three-year period up to two additional terms. Both parties shall provide a 90-day notice of their intent to renew.

Either party may terminate this Agreement at any time with written 60 days' notice except during seasons for which MYSA has already scheduled, in which case the period of notice shall be the conclusion of that season.

Section #5

MYSA is required to keep all City-owned storage, concession, and all other facilities clean, organized, and to the standards of regular operating order. MYSA is also required to remove all benches and small soccer goals from the field of play after each day so the City of Mebane can mow, line, and perform maintenance on the fields as needed. If facilities are found to be unsatisfactory, MYSA and its representatives will have 48 hours to tend to the issues. Except in the case of goals and benches which will need to be removed as quickly as possible if left out over night.

Section #6

MYSA will provide contact information for three individuals whom the City may contact to address any immediate concerns and to send notice, written or electronic, related to this Agreement. Notice is not deemed delivered until receipt is acknowledged by the receiving party.

MYSA will be responsible for all players, spectators, fans, equipment, and anything else related to their soccer operations, including the posting of the daily schedule on the weekends.

MYSA will be responsible to act as any other renter of the facility based on reservations. If MYSA finds that other groups or citizens are using the fields when they arrive at the fields, City of Mebane Police will be the first point of contact if there are any issues asking others to leave the fields.

The City of Mebane will schedule all light usage based on the schedules entered in the Civic Rec registration software. MYSA representatives should contact the City of Mebane Athletic Director or Recreation and Parks Director if light usage will exceed the initial need for any given night.


Section #7


The City of Mebane shall clear the scheduled fields and all restrooms of all trash and debris before MYSA use each day. The City agrees to maintain the grounds, including restrooms, fields, and perimeter fencing (not located behind the goals). The City shall be responsible for the lining of all fields before use. If MYSA requires updating of painted lines, they must contact the City representative at least 48 hours (Monday-Friday) before the need for updating. The City shall purchase and apply field preparation materials such as "Plus Five" and "Turface" or other materials as necessary. Final decisions on the availability of fields during or subsequent to rain or different adverse weather will be made by the City in consultation with MYSA. A designated MYSA representative with a City Leader will perform a walkthrough of the fields to be used before scheduled play in order to maintain safe conditions and minimize field damage for the future. Efforts will be made to make such decisions promptly, which accommodates both parties.

Section #8

MYSA shall obtain and maintain at its sole expense general liability insuring against any and all losses at the City Facilities as further Herein the policy shall provide coverage in an amount not less than \$1,000,000, naming the City as additional insured with a waiver of subrogation as to the City. MYSA shall provide a copy of the same to the City and other proof of coverage as the City requests. MYSA shall obtain from each of its participants or his or her legal guardian a signed general release of liability form discharging the City from any and all liability for personal injury, death, or property damage sustained during participation in MYSA programs and activities.

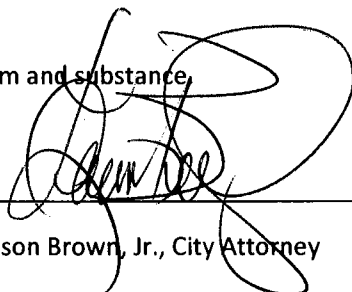
By signing below, the representative of MYSA warrants that he is authorized to execute the Agreement on behalf of MYSA and that he has obtained all authorizations, approvals and resolutions from MYSA to this Agreement.

Mebane Youth Soccer Association by: 
Alan Huffman, President

City of Mebane by: 
Chris Rollins, City Manager

This agreement has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.


Daphna Schwartz, City Finance Officer

This agreement has been approved as to form and substance.

Lawson Brown, Jr., City Attorney



AGENDA ITEM # 11

Recreation and Parks Advocacy Commission (RPAC) 2025 Appointments

Meeting Date

November 4, 2024

Presenter

Aaron Davis, Recreation and Parks Director

Public Hearing

Yes ☐ No ☒

Summary

Recreation and Parks Advocacy Commission Appointments for 2025.

Background

The Recreation and Parks Advocacy Commission will begin its fifth year in 2025. Initially, City Council selected six individuals who served staggered entry terms of 1, 2, and 3 years. The two members selected this year will begin a three-year term and will be a big part of planning for our future while using the new Recreation and Parks Master Plan and helping advocate for the City's parks, programs, and facilities. Over the past year, RPAC has implemented two notable additions to our monthly agenda.

- 1.) 360 Evaluation—This is an opportunity for members to share positive stories of their experiences or experiences others have had at our parks or at our programs. It is also a time to share constructive criticism or areas for improvement. This has been extremely valuable to the growth of our department and parks system.
- 2.) Expanding on the 360 Evaluation, members have created a Google Form that allows them to take notes when surveying park and program users about their experiences.

We are excited for the appointment of these Champions of Recreation and Parks.

The qualifications of the fourteen candidates are detailed in the attached applications.

Financial Impact

N/A

Recommendation

We recommend that the Council appoint Mary Fisher and Shawnee Seese for three-year terms. The RPAC currently has one of the four returning members that fit into the active adult (55+) or senior (60+) age category and the addition of these two City citizens would allow for the advocacy commission to be composed of three members in that age range, and three below it. Also, the RPAC already has a member serving the ETJ and the future implementation of the Mebane Recreation and Parks Comprehensive Master Plan in conjunction with the Mebane City Council directed special future project of a new park, south of the interstate, results in the staff recommendation of five members being city residents and one member

bring from the ETJ. Shawnee Seese, would also be our only citizen within the Orange Co. city limits of Mebane.

Suggested Motion

Motion to appoint Mary Fisher and Shawnee Seese for three-year terms to serve on the RPAC.

Attachments

1. RPAC Application Notification with information for 2025-2027
2. RPAC Applications – Quick List
3. Submitted Full Applications (14)
4. Map showing the locations of all Current Members (4) and Applicants (14)
5. RPAC Advertisements #1 and #2



City of Mebane

Recreation and Parks Advocacy Commission

Application Information



The City of Mebane is recruiting members for the Recreation and Parks Advocacy Commission to provide direction to the City Council and the Recreation and Parks Department regarding matters related to Recreation and Parks programs, facilities, policies, and its long-range plan. These members also must be a “Champion” of Recreation and Parks by promoting parks, programs, and events to other citizens, legislators, and others to understand, first hand, the essential value that Recreation and Parks has to our positively charming community.

Advocacy Commission Purpose

- Serve as a liaison between City officials and the citizens on Recreation and Parks matters;
- Provide guidance and feedback to the Recreation and Parks Department and City Council in matters affecting programs, facilities, policies, and long-range plans for Recreation and Parks;
- Inform and educate the general public about the importance and need for Recreation and Parks programs, facilities and services;
- Volunteer to work with leaders in Recreation and Parks facilities, programs and activities;
- Assist in developing an updated master plan to meet the present and future needs for programs, services, park facilities, open spaces and to advise in establishing priorities for each of these;
- Recommend changes, updates, and the approval of rules, policy and procedures pertaining to the use of public parks and facilities, including fees and charges.

Applications are Accepted

Annually from August – Early October and/or when any vacancies occur.
Full-term appointments are for three-years
Official terms begin on January 1 the following year.
Applications will be accepted on-line only using the Recreation and Parks Registration Software “Civic Rec”
www.tinyurl.com/cityofmebanerec

For more information or questions,
please e-mail the Recreation and Parks Director
adavis@cityofmebane.com

Appointment Process

Applicants must reside in Mebane City Limits or the Extraterritorial Jurisdiction (ETJ) of Mebane and must submit an application to the Recreation and Parks Director online using the Recreation and Parks Software by the deadline date for consideration. The Mebane City Council will make appointments for three-year terms each November and partial terms when vacancies occur. The Mebane City Council will initially select six Commission members along with a seventh member, from a local school. Members will vote on a Commission Chair, Vice-Chair and Secretary at the first meeting each year. Positions will be held for one year. Following the one-year term, the Vice-Chair will assume the role of Commission Chair and a Vice-Chair and Secretary will be voted in.

Meeting Information

The Advocacy Commission meets every other month on the 3rd Monday of those months at 6:00 pm, for approximately 2 hours, at The Mebane Arts and Community Center. Special meetings may be called at any time as needed.

Attendance Requirements

Faithful attendance at the meetings of the Recreation and Parks Advocacy Commission is a requirement for membership on the Commission to maintain continuity and cohesion in the deliberation and recommendations. This attendance policy is intended to encourage the regular attendance of its members. The City Council may remove a member with a pattern of absenteeism or partial participation in regular or special meetings.

Roster Report

Recreation & Parks Advocacy Commission Application

Mebane Recreation & Parks Department

919-563-3629
info@cityofmebane.com
www.cityofmebanenc.gov



	Name - Age	Street Address	City	State	Email	Phone	
1	Teresa Adams - 49	1202 E Fanshawe Dr	Mebane	NC	teresaadams38@gmail.com	919-452-5530	CL
2	Chais Beloso - 34	616 N. Carr Street	Mebane	NC	chais.beloso@gmail.com	205-504-3560	CL
3	Jay Bissette - 40	103 Harbour Town Ct	Mebane	NC	jdb0312@gmail.com	919-612-8241	CL
4	Conni Fisher - 49	209 East Jackson St	Mebane	NC	connif@gmail.com	336-512-2379	CL
5	Mary Fisher - 61	1040 Flats Avenue Apr 103	Mebane	NC	mnfisher02@yahoo.com	585-802-6641	CL
6	Juan Gonzalez - 57	214 W Jackson St	Mebane	NC	jaz_e_1@yahoo.com	336-343-9416	CL
7	Eric Goss - 48	954 S 5th St	Mebane	NC	egoss29@gmail.com	919-491-8308	CL
8	Evelyn Kreiley - 40	4520 Union Ridge Road	Burlington	NC	evelyn.kreiley@gmail.com	585-738-7360	N/A
9	Charles Lopez - 44	2703 Nereus Dr.	Mebane	NC	charleslopez11@gmail.com	305-962-1493	ETJ
10	Andrew Robinson - 46	218 Woodlawn Rd	Mebane	NC	andrewrobinsonmsu@gmail.com	517-881-7591	ETJ
11	Shawnee Seese - 57	959 Burning Maple Ln	Mebane	NC	shawneeseese@gmail.com	919-904-8490	CL
12	Meagan Vaughn - 44	960 Bonanza Lane	Mebane	NC	vaughn.meagan@gmail.com	919-698-6208	CL
13	Donald Whitfield - 39	36 London Lane	Mebane	NC	dwhit0827@gmail.com	336-512-5857	CL
14	Gail Miller - 72	225 Woodlawn Rd	Mebane	NC	vgmiller52@gmail.com	336-263-7799	ETJ

Returning RPAC Members

- Sherri Seagroves - 63 - City Limits
- Jesse Altson - 27 - ETJ
- Jessee Whitaker - 35 - City Limits
- Lauri Sawyer - 48 - City Limits

Mebane Recreation & Parks Department

Recreation & Parks Advocacy Commission Application Recreation & Parks Advocacy Commission Application Participant Sheet

Participant Name Chais Beloso
Date of Birth 09/27/1990
Address 616 N. Carr Street
Mebane, NC 27302
Main Phone 205-504-3560
Email chais.beloso@gmail.com

Prompt Responses:

The Mebane City Council has adopted this application for use by individuals interested in appointment to the City's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions completely.	Agreed
Do you live inside the Mebane City Limits?	Yes
Do you live in Alamance or Orange County?	Alamance
Are you currently serving on a board or commission of the City of Mebane?	No
If you are serving on a board or commission, please list which one(s)	N/A
Why do you wish to serve the City in this capacity?	We have been resident of Mebane for 4 years now and have learned to love the community. Our kids are growing up in this community and I would love to be a part of having an influence or voice to serve the community with the kids and families that call Mebane home, specifically around sports and recreation.
Please list your educational background. Include the name of all schools attended:	East Carolina University 14'
Please list the name of your employer	Avode/Self employed
Please list the address of your employer	1426 Broad street
Please list your job title and duties at your current job	Business Owner and COO - I am responsible for the overall company and executing our goals as am organization. I lead 6 teams of 2-4 people who are r responsible for the sales, marketing, project management and operations of our subsidiaries.
Please list the names of all civic organizations in which you currently hold membership:	None, as of now.

Mebane Recreation & Parks Department

Recreation & Parks Advocacy Commission Application Recreation & Parks Advocacy Commission Application Participant Sheet

Participant Name Jay Bissette
Date of Birth 03/12/1984
Address 103 Harbour Town Ct
Mebane, NC 27302
Main Phone 919-612-8241
Mobile Phone 704-577-2663
Email jdb0312@gmail.com

Prompt Responses:

The Mebane City Council has adopted this application for use by individuals interested in appointment to the City's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions completely.	Agreed
Do you live inside the Mebane City Limits?	Yes
Do you live in Alamance or Orange County?	Alamance
Are you currently serving on a board or commission of the City of Mebane?	Yes
If you are serving on a board or commission, please list which one(s)	Recreation and Parks Advisory
Why do you wish to serve the City in this capacity?	Sports and Recreation are my passion. I have a strong background in Athletics and feel the need to give back all the great lessons I have learned through sports and recreation. My children are also very involved with the recreation sports in Mebane. I love the small town feel of our town and like to serve the community.
Please list your educational background. Include the name of all schools attended:	B.S. degree in Recreation and Leisure Studies from East Carolina University, 2007
Please list the name of your employer	ABSS Southeast Alamance
Please list the address of your employer	3400 S NC HWY 119 Haw River NC 27258
Please list your job title and duties at your current job	I am an EC Teacher at Southeast Alamance High School. I also serve as the Head Lacrosse coach. I also assist with other sporting events at school
Please list the names of all civic organizations in which you currently hold membership:	F3 Meyham,

Mebane Recreation & Parks Department

Recreation & Parks Advocacy Commission Application Recreation & Parks Advocacy Commission Application Participant Sheet

Participant Name Eric Goss
Date of Birth Unknown
Address 954 S 5th St
Mebane, NC 27302
Main Phone 919-491-8308
Email egoss29@gmail.com

Prompt Responses:

The Mebane City Council has adopted this application for use by individuals interested in appointment to the City's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions completely.	Agreed
Do you live inside the Mebane City Limits?	Yes
Do you live in Alamance or Orange County?	Alamance
Are you currently serving on a board or commission of the City of Mebane?	No
If you are serving on a board or commission, please list which one(s)	na
Why do you wish to serve the City in this capacity?	As a user of many of the city's facilities, I would like a voice for myself and fellow citizens regarding the plans for future improvements.
Please list your educational background. Include the name of all schools attended:	UNC Greensboro, Pfeifer University
Please list the name of your employer	cisco
Please list the address of your employer	RTP
Please list your job title and duties at your current job	Financial Analyst
Please list the names of all civic organizations in which you currently hold membership:	Na

Mebane Recreation & Parks Department

Recreation & Parks Advocacy Commission Application Recreation & Parks Advocacy Commission Application Participant Sheet

Participant Name Conni Fisher
Date of Birth 08/01/1975
Address 209 East Jackson St
Mebane, NC 27302
Main Phone 336-512-2379
Email connif@gmail.com

Prompt Responses:

The Mebane City Council has adopted this application for use by individuals interested in appointment to the City's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions completely.	Agreed
Do you live inside the Mebane City Limits?	Yes
Do you live in Alamance or Orange County?	Alamance
Are you currently serving on a board or commission of the City of Mebane?	No
If you are serving on a board or commission, please list which one(s)	N/A
Why do you wish to serve the City in this capacity?	To help with the safety in regard to walking and biking around our city.
Please list your educational background. Include the name of all schools attended:	Radford University, bachelor's degree in Public Relations/Communications; UNCG Master's degree in Special Education
Please list the name of your employer	Alamance Burlington School System
Please list the address of your employer	1712 Vaughn Rd Burlington, NC 27217
Please list your job title and duties at your current job	Special Education Teacher at Eastern Alamance High School.
Please list the names of all civic organizations in which you currently hold membership:	N/A

Mebane Recreation & Parks Department

Recreation & Parks Advocacy Commission Application Recreation & Parks Advocacy Commission Application Participant Sheet

Participant Name Juan Gonzalez
Date of Birth 10/08/1967
Address 214 W Jackson St
Mebane, NC 27302
Main Phone 336-343-9416
Mobile Phone 336-343-9426
Email jaz_e_1@yahoo.com

Prompt Responses:

The Mebane City Council has adopted this application for use by individuals interested in appointment to the City's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions completely.	Agreed
Do you live inside the Mebane City Limits?	Yes
Do you live in Alamance or Orange County?	Alamance
Are you currently serving on a board or commission of the City of Mebane?	No
If you are serving on a board or commission, please list which one(s)	n/a
Why do you wish to serve the City in this capacity?	I love to work with the public and children and providing a great atmosphere for them to play
Please list your educational background. Include the name of all schools attended:	AAS Alamance Community College
Please list the name of your employer	Self
Please list the address of your employer	214 W. JACKSON ST
Please list your job title and duties at your current job	CPA
Please list the names of all civic organizations in which you currently hold membership:	n/a

Mebane Recreation & Parks Department

Recreation & Parks Advocacy Commission Application Recreation & Parks Advocacy Commission Application Participant Sheet

Participant Name Donald Whitfield
Date of Birth 08/27/1985
Address 36 London Lane
Mebane, NC 27302
Main Phone 336-512-5857
Mobile Phone 336-512-5857
Email dwhit0827@gmail.com

Prompt Responses:

The Mebane City Council has adopted this application for use by individuals interested in appointment to the City's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions completely.	Agreed
Do you live inside the Mebane City Limits?	Yes
Do you live in Alamance or Orange County?	Alamance
Are you currently serving on a board or commission of the City of Mebane?	Yes
If you are serving on a board or commission, please list which one(s)	Downtown Destination- Mebane Business
Why do you wish to serve the City in this capacity?	Help with Youth Programs
Please list your educational background. Include the name of all schools attended:	Eastern HS ACC Business
Please list the name of your employer	Carolina Pickin Antiques and Collectibles
Please list the address of your employer	121 B West Clay St Mebane NC 27302
Please list your job title and duties at your current job	Antique Buyer/Appraiser
Please list the names of all civic organizations in which you currently hold membership:	Founder of Eagles Elite Organization currently have 180+ kids in my program

Mebane Recreation & Parks Department

Recreation & Parks Advocacy Commission Application Recreation & Parks Advocacy Commission Application Participant Sheet

Participant Name Teresa Adams
Date of Birth 04/30/1975
Address 1202 E Fanshawe Dr
Mebane, NC 27302
Main Phone 919-452-5530
Email teresaadams38@gmail.com

Prompt Responses:

The Mebane City Council has adopted this application for use by individuals interested in appointment to the City's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions completely.	Agreed
Do you live inside the Mebane City Limits?	Yes
Do you live in Alamance or Orange County?	Alamance
Are you currently serving on a board or commission of the City of Mebane?	No
If you are serving on a board or commission, please list which one(s)	None
Why do you wish to serve the City in this capacity?	Yes
Please list your educational background. Include the name of all schools attended:	Bachelor's of Science (NCCU)
Please list the name of your employer	J&J
Please list the address of your employer	Work Remotely
Please list your job title and duties at your current job	Clinical Trial Manager
Please list the names of all civic organizations in which you currently hold membership:	None

Mebane Recreation & Parks Department

Recreation & Parks Advocacy Commission Application Recreation & Parks Advocacy Commission Application Participant Sheet

Participant Name Charles Lopez
Date of Birth 12/05/1979
Address 801 Blue Lake Drive
Mebane, NC 27302
Main Phone 305-962-1493
Email charleslopez11@gmail.com

Prompt Responses:

The Mebane City Council has adopted this application for use by individuals interested in appointment to the City's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions completely.	Agreed
Do you live inside the Mebane City Limits?	No
Do you live in Alamance or Orange County?	Alamance
Are you currently serving on a board or commission of the City of Mebane?	No
If you are serving on a board or commission, please list which one(s)	N/A
Why do you wish to serve the City in this capacity?	I would like to continue to extend my contribution to the City of Mebane by participating in a role that would also impact the students at our local schools. I would be thinking about all our students, specifically those of Carolina Achieve, and think about how our parks and recs could continue to serve them and their families.
Please list your educational background. Include the name of all schools attended:	Florida International University - Bachelor's in Public Administration; Liberty University - Master's in Management/Leadership; Cornell University - Strategic Leadership in Human Resources
Please list the name of your employer	Greenscape, Inc.
Please list the address of your employer	412 Woodburn Road, Suite 002, Raleigh, NC 27605
Please list your job title and duties at your current job	Head of People (Director of HR). As HOP, I am responsible for the ensuring all HR activities are compliant, supporting our employees, and supporting the business - this is done through 1-1 coaching, HRIS and other systems, leadership growth and development, and strategic growth opportunities. Finally, I support the growth of the business as I spearhead the merger and acquisitions transactions and logistics.
Please list the names of all civic organizations in which you currently hold membership:	Carolina Achieve, Founding Board Member; Raleigh-Metro Society of Human Resources (SHRM)

Mebane Recreation & Parks Department

Recreation & Parks Advocacy Commission Application Recreation & Parks Advocacy Commission Application Participant Sheet

Participant Name Meagan Vaughn
Date of Birth 09/20/1980
Address 960 Bonanza Lane
Mebane, NC 27302
Main Phone 919-698-6208
Email vaughn.meagan@gmail.com

Prompt Responses:

The Mebane City Council has adopted this application for use by individuals interested in appointment to the City's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions completely.	Agreed
Do you live inside the Mebane City Limits?	Yes
Do you live in Alamance or Orange County?	Alamance
Are you currently serving on a board or commission of the City of Mebane?	No
If you are serving on a board or commission, please list which one(s)	n/a
Why do you wish to serve the City in this capacity?	I am currently a member of the Mebane Trail Rangers and lead our Junior Rangers program. I frequently use our parks and have a vested interest in the future direction of the parks, specifically in encouraging youth involvement. My partner is a wheelchair user and so I also am an advocate for accessibility for our city's facilities.
Please list your educational background. Include the name of all schools attended:	PhD Epidemiology (UNC), MS Microbiology (University of Maine), BS Microbiology (University of Maine)
Please list the name of your employer	Krystal Biotech
Please list the address of your employer	2100 Wharton Street, Pittsburgh PA 15203
Please list your job title and duties at your current job	I am Associate Director of Clinical Development for a midsize biotech company. My role primarily includes clinical trial design and protocol development, overseeing trial execution, and data analysis. I currently lead five gene therapy programs in rare diseases. I work remotely with occasional travel to the office in Pittsburgh.
Please list the names of all civic organizations in which you currently hold membership:	Mebane Trail Rangers (member and founder of the Mebane Junior Trail Rangers program), Tomorrow's Leaders-Cystic Fibrosis Foundation (member, former Chair), Xtreme Hike Cystic Fibrosis Foundation (Coach)

Mebane Recreation & Parks Department

Recreation & Parks Advocacy Commission Application Recreation & Parks Advocacy Commission Application Participant Sheet

Participant Name Andrew Robinson
Date of Birth 10/24/1978
Address 218 Woodlawn Rd
Mebane, NC 27302
Main Phone 517-881-7591
Email andrewrobinsonmsu@gmail.com

Prompt Responses:

The Mebane City Council has adopted this application for use by individuals interested in appointment to the City's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions completely.	Agreed
Do you live inside the Mebane City Limits?	No
Do you live in Alamance or Orange County?	Alamance
Are you currently serving on a board or commission of the City of Mebane?	No
If you are serving on a board or commission, please list which one(s)	N/A
Why do you wish to serve the City in this capacity?	<p>I would be interested in volunteering to serve on the town's Parks and Recreation Committee because I live directly across the street from one of our beautiful parks (Mebane Community Park), and I've seen firsthand the positive impact they have on our community and my family. As a daily walker who regularly uses the town's trails and parks, I've developed a deep appreciation for the work that has gone into maintaining and improving these spaces. I love what has been done so far and would be excited to contribute to their continued development. Beyond my personal enjoyment, I'm passionate about advocating for community health by promoting outdoor spaces that encourage fitness and mental well-being for all residents. I'm also committed to supporting family-friendly initiatives that make our parks more enjoyable and accessible for families of all ages.</p> <p>Additionally, I want to be involved in efforts to preserve and enhance our green spaces, ensuring they remain vibrant, well-maintained,</p>
Please list your educational background. Include the name of all schools attended:	BA - Calvin University MS - Michigan State University MBA - Duke University
Please list the name of your employer	Colibri Group
Please list the address of your employer	399 S Spring Ave, St. Louis, MO 63110
Please list your job title and duties at your current job	Head of Product, Content, and Innovation. My team and I are responsible for the curriculum and student experience for real estate education across 12 brands, serving over 100k

	<p>students each year become licensed real estate agents. One of these brands is Superior School of Real Estate, which is local to North Carolina - offering classes in Charlotte, Winston Salem, Greensboro, and Raleigh. Our goal is to lead people to achieve more and thrive in their careers and we have helped thousands of people improve their lives with our education.</p>
Please list the names of all civic organizations in which you currently hold membership:	N/A

Mebane Recreation & Parks Department

Recreation & Parks Advocacy Commission Application Recreation & Parks Advocacy Commission Application Participant Sheet

Participant Name Mary Fisher
Date of Birth Unknown
Address 1040 Flats Avenue Apr 103
Mebane, NC 27302
Main Phone 585-802-6641
Email mnfisher02@yahoo.com

Prompt Responses:

The Mebane City Council has adopted this application for use by individuals interested in appointment to the City's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions completely.	Agreed
Do you live inside the Mebane City Limits?	Yes
Do you live in Alamance or Orange County?	Alamance
Are you currently serving on a board or commission of the City of Mebane?	No
If you are serving on a board or commission, please list which one(s)	n/a
Why do you wish to serve the City in this capacity?	I served on the Parks and Rec committee in Chili, NY for several years and enjoyed it. Would welcome the chance to do this in my new home town!
Please list your educational background. Include the name of all schools attended:	Plattsburgh State University Nazareth University
Please list the name of your employer	EdgePoint Learning; Bright Penny Brewing
Please list the address of your employer	4340 E Indian School Rd, #21-554 Phoenix, AZ 85018; 107 N 7th Street, Mebane
Please list your job title and duties at your current job	Director of Learning Solutions at EdgePoint Learning Bartender at Bright Penny Brewery (Part time)
Please list the names of all civic organizations in which you currently hold membership:	n/a



City of Mebane Boards and Commissions Application

The Mebane City Council has adopted this application for use by individuals interested in appointment to the City's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions completely. Return this application either in person, by mail, or by fax to the Mebane Municipal Building, 106 East Washington Street, Mebane, NC 27302, Fax (919) 563-9506.

Personal Information

Name: _____

Home Address: _____

Mailing Address (if different): _____

Home Phone: _____ Business Phone: _____

Do you live inside the Mebane City Limits? Yes_____ No_____

In Alamance or Orange County? _____

Board Preference

Are you currently serving on a board or commission of the City of Mebane? Yes_____ No_____

If so, which one(s)? _____

Please list the name(s) of the board(s) to which you are applying or seeking reappointment (you may apply to more than one): _____

Why do you wish to serve the City in this capacity? If additional space is needed please attach a separate sheet:

Education

Please list your educational background. Include name of all schools attended:

Employment

Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.

Name of Employer: _____

Address: _____

Title and Duties:

Civic Involvement

Please list the names of all civic organizations in which you currently hold membership:

Thank you for your interest in appointment to the City of Mebane's Advisory Boards and Commissions. Individuals selected for appointment will be notified by mail within 5 working days from the City Council meeting at which they have been appointed.



City of Mebane Boards and Commissions Application

Aaron,
Received
10/3/24

The Mebane City Council has adopted this application for use by individuals interested in appointment to the City's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions completely. Return this application either in person, by mail, or by fax to the Mebane Municipal Building, 106 East Washington Street, Mebane, NC 27302, Fax (919) 563-9506.

Personal Information

Name: Virginia Gail Miller
Home Address: 225 Woodlawn Rd Mebane NC 27302
Mailing Address (if different): _____
Home Phone: 336-263-7799 Business Phone: _____
Do you live inside the Mebane City Limits? Yes _____ No X
In Alamance or Orange County? Alamance

Board Preference

Are you currently serving on a board or commission of the City of Mebane? Yes _____ No X
If so, which one(s)? _____

Please list the name(s) of the board(s) to which you are applying or seeking reappointment (you may apply to more than one):

Recreation and Parks Advocacy Commission

Why do you wish to serve the City in this capacity? If additional space is needed please attach a separate sheet:

I would like to have an active role in representing Mebane's growing senior populations on the Parks and Recreation Advocacy Commission. I see the role on this commission as being a liaison between our dynamic Parks and Recreation department and our diverse community organizations. Mebane has always been proactive in promoting events and activities for our younger population and I would like to see resources and the same enthusiasm directed toward the 5,000 senior citizens of our town and surrounding communities. I appreciate your consideration of my application for this position. Gail Miller

Education

Please list your educational background. Include name of all schools attended:

Lees McRae College - Associate in Science

Appalachian State - Business

University of North Carolina Greensboro - Economics - Bachelor

Employment

Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.

Name of Employer: LabCorp - 30 years

Address: _____

Title and Duties: RETIRED ☺ -

Civic Involvement

Please list the names of all civic organizations in which you currently hold membership:

Alamance Co. Committee for Services to the Elderly
Alamance Co. Community Advising Committee - (Nursing homes)
North Carolina Senior Tarheel Legislature - delegate, Alamance Co.
Burlington Bird Club
Lees-McRae - Alumni executive Board

Thank you for your interest in appointment to the City of Mebane's Advisory Boards and Commissions. Individuals selected for appointment will be notified by mail within 5 working days from the City Council meeting at which they have been appointed.

Mebane Recreation & Parks Department

Recreation & Parks Advocacy Commission Application Recreation & Parks Advocacy Commission Application Participant Sheet

Participant Name	Evelyn Kreiley
Date of Birth	09/14/1984
Address	4520 Union Ridge Road Burlington, NC 27217
Main Phone	585-738-7360
Email	evelyn.kreiley@gmail.com

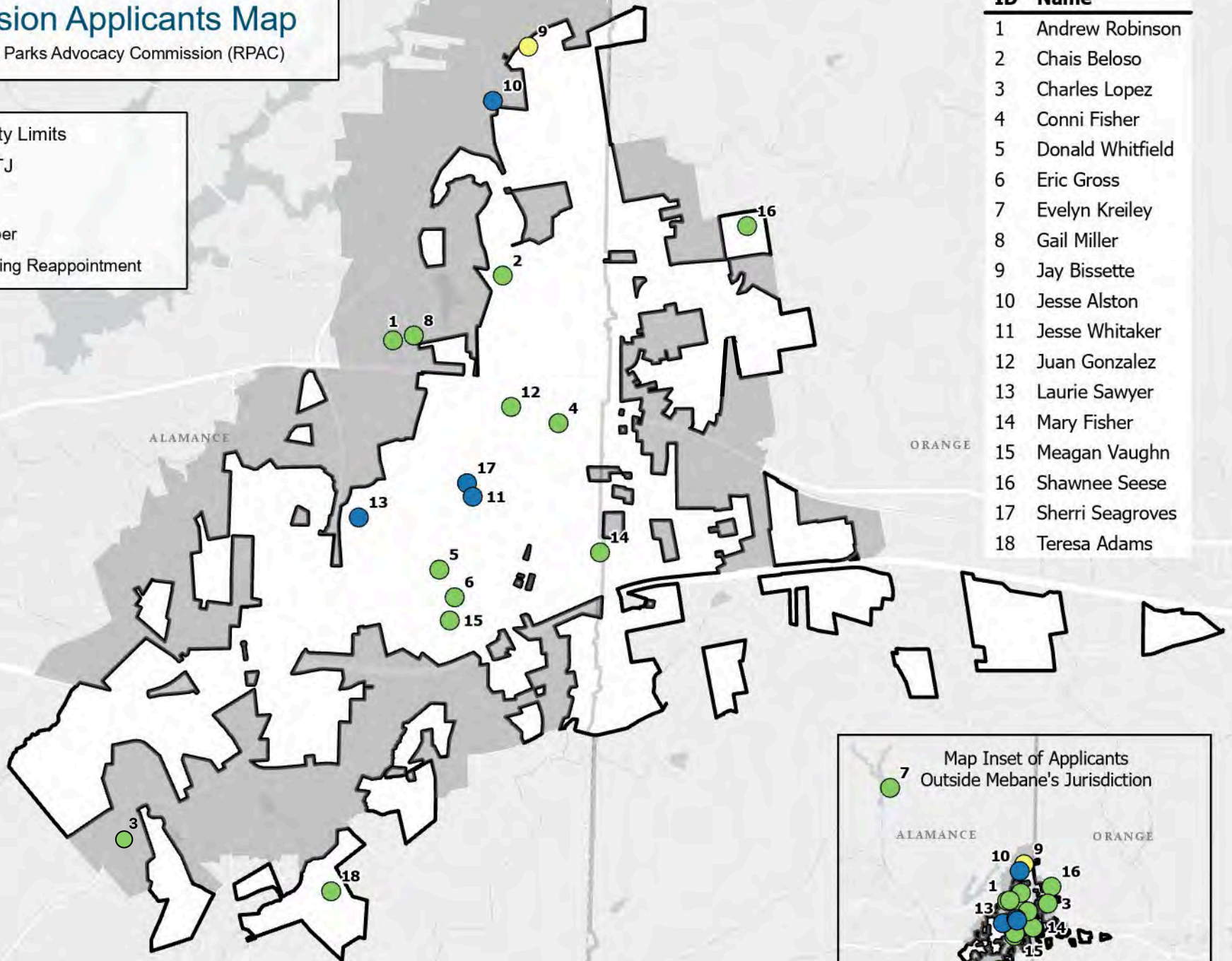
Commission Applicants Map

Recreation and Parks Advocacy Commission (RPAC)

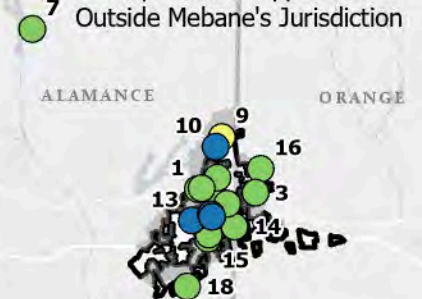
-  Mebane City Limits
-  Mebane ETJ
-  Applicant
-  Current Member
-  Member Seeking Reappointment

ID Name

- | | |
|----|------------------|
| 1 | Andrew Robinson |
| 2 | Chais Beloso |
| 3 | Charles Lopez |
| 4 | Conni Fisher |
| 5 | Donald Whitfield |
| 6 | Eric Gross |
| 7 | Evelyn Kreiley |
| 8 | Gail Miller |
| 9 | Jay Bisette |
| 10 | Jesse Alston |
| 11 | Jesse Whitaker |
| 12 | Juan Gonzalez |
| 13 | Laurie Sawyer |
| 14 | Mary Fisher |
| 15 | Meagan Vaughn |
| 16 | Shawnee Seese |
| 17 | Sherri Seagroves |
| 18 | Teresa Adams |



Map Inset of Applicants Outside Mebane's Jurisdiction





BECOME A CHAMPION

of Recreation and Parks!
Apply today to be member of the

RECREATION & PARKS ADVOCACY COMMISSION

Residents can apply for one of TWO available positions on the Recreation and Parks Advocacy Commission.

Applicants should be experienced and knowledgeable about City of Mebane Recreation and Parks programs, facilities, parks and policies, and must be willing to be a CHAMPION by promoting parks, programs and events to others to help them understand, first-hand, the essential value that Recreation and Parks has to our positively charming community.

***Apply online at tinyurl.com/cityofmebanerec by
October 4, 2024***





BECOME A MEBANE RECREATION & PARKS CHAMPION

Apply to join our Recreation and
Parks Advocacy Commission (RPAC)!

We're seeking applications for two
new RPAC members.

*Apply online at
tinyurl.com/cityofmebanerrec by
Friday, October 4, 2024*



AGENDA ITEM #12

North Carolina Emergency Management (NCEM) State and Local Cybersecurity Grant Program (SLCGP)

Meeting Date

November 4, 2024

Presenter

Kirk Montgomery, IT Director
Daphna Schwartz, Finance Director

Public Hearing

Yes ☐ No ☒

Summary

The City submitted an application for funding under the State and Local Cybersecurity Grant Program (SLCGP), established by the Infrastructure Investment and Jobs Act and administered by the Cybersecurity and Infrastructure Security Agency (CISA) in coordination with the Federal Emergency Management Agency (FEMA), to support our cybersecurity initiatives. The City has been selected to receive \$200,000 in funding. To secure these funds, the City Council must approve a resolution to accept the appropriation.

Background

Cyber Security Upgrade and Expansion

The City submitted an application through the FY23 State and Local Cybersecurity Grant Program (SLCGP) to support the engineering and integration of cybersecurity equipment and software. This project includes the deployment of advanced monitoring and threat detection tools, secure access controls, and software solutions designed to protect critical infrastructure. The funds will enhance our cybersecurity posture by strengthening defenses, reducing vulnerabilities, and ensuring the continuity of City operations in the face of evolving cyber threats.

The City of Mebane proposes implementing a cybersecurity infrastructure project to strengthen the security and resilience of critical systems vulnerable to infiltration and unauthorized access. Our existing systems currently rely on segmented security structures with multiple access points that, according to cybersecurity standards, may increase exposure to cyber threats and unauthorized data flow. This project will involve a comprehensive overhaul, replacing outdated infrastructure with streamlined, fortified pathways, effectively eliminating weak points and enhancing the security of data flow between system components.

Using advanced cybersecurity methods, we will establish continuous monitoring and create a cohesive structure that minimizes vulnerabilities and blocks unauthorized access attempts. The materials involved include state-of-the-art encryption layers and software-defined barriers that harden upon activation. Once installed, these barriers integrate seamlessly within the existing network, creating a unified and resilient security layer capable of withstanding potential breaches without compromising performance. This project

aims to significantly reduce potential cybersecurity incidents, enhance real-time response capabilities, and support the City's broader efforts to maintain robust and secure systems across our operations.

Financial Impact

The City will receive a total of \$200,000 in funding from the 2023 State and Local Cybersecurity Grant Program (SLCGP). No matching funds are required for this grant.

Recommendation

Staff recommend approving the 2023 State and Local Cybersecurity Grant Program (SLCGP) Acceptance Resolution and FY25 Budget Ordinance Amendment.

Suggested Motion

Motion to approve the 2023 State and Local Cybersecurity Grant Program (SLCGP) Acceptance Resolution and the related FY25 Budget Ordinance Amendment.

Attachments

1. Award Acceptance Notice
2. 2023 State and Local Cybersecurity Grant Program (SLCGP) Acceptance Resolution
3. FY 25 Budget Ordinance Amendment

Grant Portal New

- [Close Window](#)
- [Print This Page](#)
- [Expand All](#) | [Collapse All](#)

AWD-000000227

Award Name	AWD-000000227	Status	Accepted Award
Additional Information			
		Owner	Lisa Patton

Grantee Information			
POP Start Date	12/1/2023	POP End Date	2/28/2027
Project Title	Enhancing Org. Cybersecurity	Award Amount	\$200,000.00
MOA #	23SLCGP659		
Recipient	City of Mebane 106 E Washington St. Mebane, NC 27302		
Cost Center			

Signatory Section			
Finance POC	Daphna Schwartz	Finance POC Email	dschwartz@cityofmebane.com
Second Signatory Name	Kirk Montgomery	Secondary Signatory Email	kmontgomery@cityofmebane.com
Third Signatory Name	Preston Mitchell	Third Signatory Email	pmitchell@cityofmebane.com
CC Email 1			
CC Email 2			
CC Email 3			

Related To			
Application	App-0000659		
Project			
Created By	Lisa Patton (GM), 10/12/2024, 10:28 AM	Last Modified By	Kirk Montgomery, 10/23/2024, 1:29 PM



**2023 APPROPRIATIONS ACT DIRECTED
PROJECTS GRANT ACCEPTANCE RESOLUTION**

WHEREAS, the City of Mebane has received an FY23 State and Local Cybersecurity Grant Program (SLCGP), established by the Infrastructure Investment and Jobs Act and administered by the Cybersecurity and Infrastructure Security Agency (CISA) in coordination with the Federal Emergency Management Agency (FEMA), to support our cybersecurity initiatives; and

WHEREAS, the State and Local Cybersecurity Grant Program funding in the amount of \$200,000 is to perform work detailed in the submitted application, and

WHEREAS, the City of Mebane intends to perform the said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEBANE:

The City of Mebane does hereby accept the State and Local Cybersecurity Grant Program offer of \$200,000; and

The City of Mebane does hereby assure the CISA in coordination with FEMA, that any Conditions or Assurances contained in the Award Offer will be adhered to; and

That Preston Mitchell, Interim City Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by CISA and FEMA.

Adopted this the 4th of November 2024 at Mebane City Hall, 106 E Washington Street, Mebane, North Carolina.

Ed Hooks, Mayor

ATTEST:

Stephanie W. Shaw, City Clerk

BE IT ORDAINED by the Council of the City of Mebane that the Budget Ordinance for the Fiscal Year beginning July 1 2024 as duly adopted on June 3, 2024, is hereby amended as follows:

ARTICLE I

APPROPRIATIONS	Current Budget	Change	Revised Budget
General Fund - IT	\$ 1,761,460	\$ 200,000	\$ 1,961,460

ARTICLE II

REVENUES	Current Budget	Change	Revised Budget
General Fund - All Other Revenues	\$ 2,048,866	\$ 200,000	\$ 2,248,866

This the 4th day of November, 2024.



AGENDA ITEM #13

Water Resource Recovery Facility (WRRF) Expansion Bond Pricing Overview

Meeting Date

November 4, 2024

Presenter

Daphna Schwartz, Finance Director
Ted Cole, Senior Vice President, Davenport
Public Finance

Public Hearing

Yes ☐ No ☒

Summary

The City successfully sold Revenue Bonds for the WRRF expansion project on October 9, locking in the final interest rate of 3.86% and annual debt service payments of approximately \$4.3 million per year for 25 years.

Background

On September 5, the City received project bids for the WRRF expansion. The low bid was for a total project cost of \$92,746,800. In preparation for the bond sale, the City requested credit ratings from the national credit rating agencies for its revenue bond credit. The City received ratings of Aa3 from Moody's and AA- from S&P.

The City successfully sold the Revenue Bonds on October 9, locking in the final interest rates and annual Debt Service payments. The City closed on the Bonds and received funds for the project costs on October 30th.

Financial Impact

The interest rate on the Bond Debt is 3.86%, and the average debt payment is approximately \$4.3 million per year for 25 years. The Utility Fund pays the debt, which is supported by water and sewer revenue.

Recommendation

That the Council accepts the report.

Suggested Motion

Motion to accept the Bond Pricing Overview.

Attachments

1. PowerPoint Slides- Bond Pricing Overview Combined Utility Revenue Bonds, Series 2024

Bond Pricing Overview

Combined Utilities Revenue Bonds, Series 2024

City of Mebane, North Carolina



November 4, 2024

Combined Utilities Revenue Bonds, Series 2024

Project Overview



- On September 5th the City received project bids for the Water Resource Recovery Facility expansion.
 - The low bid was for a total project cost of \$92,746,800.
- In preparation for the Bond Sale, the City requested Credit Ratings from the National Credit Rating Agencies for the City's Revenue Bond Credit.
 - The City received ratings of Aa3 from Moody's and AA- from S&P.
- The City successfully sold the Revenue Bonds on October 9th, locking in the final interest rates and annual Debt Service payments.
- The City anticipates closing on the Bonds and receiving funds for the project costs on October 30th.

1	Uses of Funds	Amount (\$)
2	Professional Services	\$ 40,000
3	Design & Engineering	3,513,200
4	Land Purchase	286,600
5	Construction Administration / Observation	2,700,000
6	Construction Materials Testing	170,000
7	Opinion of Probable Construction Cost*	81,940,000
8	<u>Construction Contingency (5%)</u>	<u>4,097,000</u>
9	Total Project Cost	92,746,800
10	COI Allowance/ Rounding	380,260
11	<u>Underwriters Discount Allowance</u>	<u>257,671</u>
12	Financing Costs	637,932
13	Total Uses	\$ 93,384,732
14	Sources of funds	
15	ARP Proceeds	\$ 11,925,000
16	State Directed Grant	2,055,000
17	<u>Cash Funding</u>	<u>12,227,658</u>
18	Total Cash/Grant Funding	26,207,658
19	Bond Proceeds	\$ 67,177,074
20	Total Sources	\$ 93,384,732

North Carolina Rated Utilities

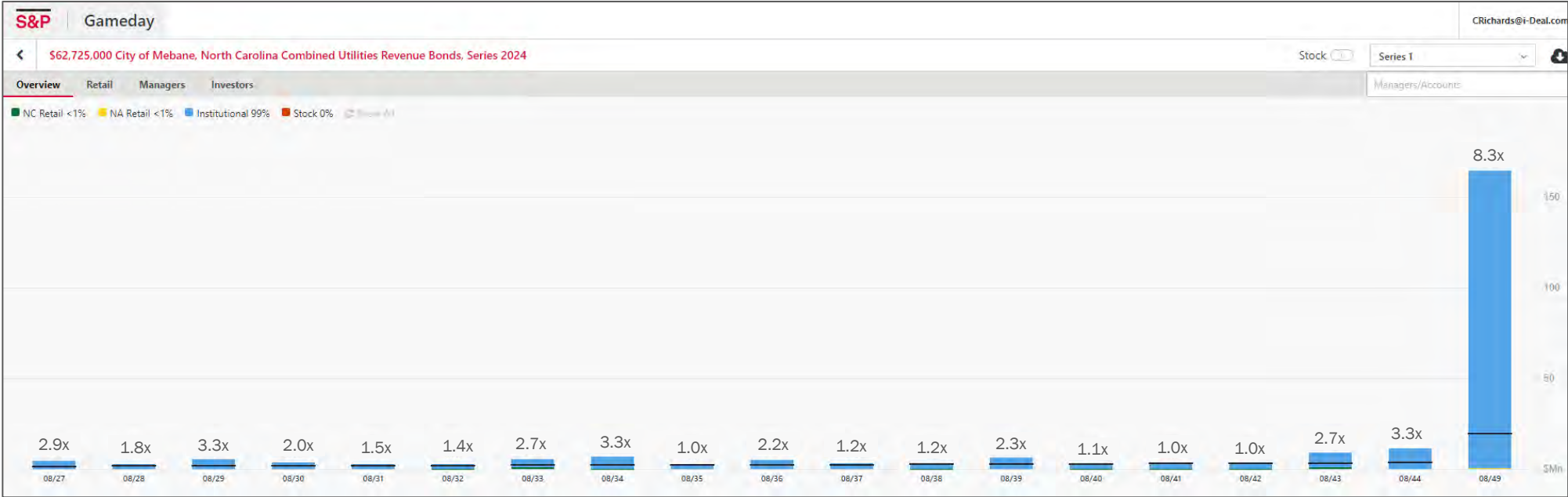
MOODY'S RATINGS	<p>© 2014 Public Finance</p>	<p>MEBANE, NORTH CAROLINA; COMBINED UTILITY</p>
<p>CREDIT OPINION 31 September 2014</p> <p>Look for a change</p>	<p>Mebane (City of), NC New Issue</p>	<p>Moody's Outlook</p> <p>Stable</p>
<p>Summary</p> <p>Moody's, Inc.'s ("Moody") credit profile reflects the city's steadily growing tax base with strong average and stable bonds, benefiting from proximity to the Research Triangle Park and the Piedmont Triad region and to tourism (pages 10 and 11). The city's financial position is strong and stable at 65% of revenue, supported by conservative budgeting and prudent policies. Looking at the balance of the 2014 bonds, long-term liabilities will represent a slightly elevated 270% of revenue but will remain manageable given ongoing moderate growth in the city's ground and water and sewer lines.</p>	<p>Outlook</p> <p>Moody's outlook for Mebane (City of) reflects the city's steadily growing tax base with strong average and stable bonds, benefiting from proximity to the Research Triangle Park and the Piedmont Triad region and to tourism (pages 10 and 11). The city's financial position is strong and stable at 65% of revenue, supported by conservative budgeting and prudent policies. Looking at the balance of the 2014 bonds, long-term liabilities will represent a slightly elevated 270% of revenue but will remain manageable given ongoing moderate growth in the city's ground and water and sewer lines.</p>	<p>Key Metrics</p> <p>Moody's Outlook for Mebane (City of) reflects the city's steadily growing tax base with strong average and stable bonds, benefiting from proximity to the Research Triangle Park and the Piedmont Triad region and to tourism (pages 10 and 11). The city's financial position is strong and stable at 65% of revenue, supported by conservative budgeting and prudent policies. Looking at the balance of the 2014 bonds, long-term liabilities will represent a slightly elevated 270% of revenue but will remain manageable given ongoing moderate growth in the city's ground and water and sewer lines.</p>
<p>Key Metrics</p> <p>Moody's Outlook for Mebane (City of) reflects the city's steadily growing tax base with strong average and stable bonds, benefiting from proximity to the Research Triangle Park and the Piedmont Triad region and to tourism (pages 10 and 11). The city's financial position is strong and stable at 65% of revenue, supported by conservative budgeting and prudent policies. Looking at the balance of the 2014 bonds, long-term liabilities will represent a slightly elevated 270% of revenue but will remain manageable given ongoing moderate growth in the city's ground and water and sewer lines.</p>	<p>Key Metrics</p> <p>Moody's Outlook for Mebane (City of) reflects the city's steadily growing tax base with strong average and stable bonds, benefiting from proximity to the Research Triangle Park and the Piedmont Triad region and to tourism (pages 10 and 11). The city's financial position is strong and stable at 65% of revenue, supported by conservative budgeting and prudent policies. Looking at the balance of the 2014 bonds, long-term liabilities will represent a slightly elevated 270% of revenue but will remain manageable given ongoing moderate growth in the city's ground and water and sewer lines.</p>	<p>Key Metrics</p> <p>Moody's Outlook for Mebane (City of) reflects the city's steadily growing tax base with strong average and stable bonds, benefiting from proximity to the Research Triangle Park and the Piedmont Triad region and to tourism (pages 10 and 11). The city's financial position is strong and stable at 65% of revenue, supported by conservative budgeting and prudent policies. Looking at the balance of the 2014 bonds, long-term liabilities will represent a slightly elevated 270% of revenue but will remain manageable given ongoing moderate growth in the city's ground and water and sewer lines.</p>

North Carolina Rated Water & Sewer Systems*			
A	B	C	D
Entity	Moody's	S&P	Fitch
1 Cary (Town of)	Aaa	AAA	AAA
2 Charlotte (City of)	Aaa	AAA	AAA
3 Raleigh (City of)	Aaa	AAA	AAA
4 CFPUA	Aa1	AA+	NR
5 Concord (City of)	Aa1	AA-	AA+
6 Durham (City of)	Aa1	AAA	AA+
7 Greensboro (City of)	Aa1	AAA	WD
8 Greenville Utilities Commission	Aa1	NR	AA-
9 Orange W&S Authority	Aa1	AAA	AA+
0 Winston-Salem (City of)	Aa1	AAA	NR
1 Brunswick County	Aa2	AA-	NR
2 Cabarrus W&S Authority	Aa2	NR	AA
3 Fuquay-Varina (Town of)	Aa2	AA	NR
4 Gastonia (City of)	Aa2	AA	AA+
5 Holly Springs (Town of)	Aa2	NR	NR
6 Harnett County	Aa2	NR	NR
7 High Point (City of)	Aa2	AAA	AA+
8 Johnston County	Aa2	AA+	NR
9 Mooresville (Town of)	Aa2	AA+	NR
0 Union County	Aa2	AA+	AA
1 Hillsborough (Town of)	NR	AA	NR
2 Lincoln (County of)	NR	AA	NR
3 Mebane (City of)	Aa3	AA-	NR
4 Clayton (Town of)	Aa3	AA-	NR
5 Carolina Beach	Aa3	NR	NR
6 Jacksonville (City of)	Aa3	NR	NR
7 Onslow W&S Authority	Aa3	AA-	NR
8 Sanford (City of)	Aa3	NR	AA-
9 Salisbury (City of)	NR	AA-	AA-
0 Oak Island (Town of)	A1	AA	NR

Source: Moody's, S&P, Fitch, EMMA

Overview of Bond Pricing Period

Gameday Summary



Key Order Period Statistics			
1	# of Orders		121
2	# of Accounts		49
3	Amount of Orders Placed	\$	389,095,000
4	TIC - Beginning of Order Period		3.91%
5	TIC - Final Results		3.86%

- The City’s Bonds were offered to the market on the morning of October 9th during an order period from 9:30am – 11:00am.
- During the order period there was high demand for the City’s Bonds which allowed for a reduction of certain interest rates.
- The TIC Rate was reduced by 5 basis points which resulted in debt service savings of approximately \$650,000.



Final Bond Pricing Results

Rate, Yield and Price Detail

A	B
Sources	Amount
1 Par Amount	62,725,000
2 Premium	4,452,074
3 Total Bond Proceeds	\$ 67,177,074
4 Other Sources of Funds	
5 Cash Funding	12,227,658
6 ARP Proceeds	11,925,000
7 State Directed Grant	2,055,000
8 Total Other Sources	\$ 26,207,658
9 Grand Total Sources	93,384,732
10 Uses	Amount
11 Project Fund Deposit	92,746,800
12 Cost of Issuance / Rounding	380,260
13 Underwriter's Discount	257,671
14 Total Uses	93,384,732

- Through the Bond issuance process, the City was able to generate \$67.2 million in funding while taking advantage of issuance premium to reduce the Bond principal amount to \$62.7 million.
- The Bond's AA ratings and the amortization structure helped the City tap into a wide range of investors which allowed the City to further reduce interest rates and annual debt service payments.

C	D	E	F	G	H	I
	Maturity Date	Par Amount	Coupon Rate	Yield	Price	Premium / Discount
1	8/1/2027	1,515,000	5.000%	2.500%	106.606	100,081
2	8/1/2028	1,590,000	5.000%	2.550%	108.711	138,505
3	8/1/2029	1,670,000	5.000%	2.570%	110.802	180,393
4	8/1/2030	1,760,000	5.000%	2.680%	112.288	216,269
5	8/1/2031	1,850,000	5.000%	2.760%	113.710	253,635
6	8/1/2032	1,945,000	5.000%	2.850%	114.856	288,949
7	8/1/2033	2,045,000	5.000%	2.930%	115.875	324,644
8	8/1/2034	2,150,000	5.000%	2.990%	116.890	363,135
9	8/1/2035	2,255,000	5.000%	3.080%	116.064	362,243
10	8/1/2036	2,375,000	5.000%	3.130%	115.607	370,666
11	8/1/2037	2,495,000	5.000%	3.160%	115.335	382,608
12	8/1/2038	2,625,000	5.000%	3.190%	115.063	395,404
13	8/1/2039	2,755,000	5.000%	3.270%	114.342	395,122
14	8/1/2040	2,900,000	5.000%	3.360%	113.537	392,573
15	8/1/2041	3,050,000	5.000%	3.460%	112.650	385,825
16	8/1/2042	3,205,000	5.000%	3.540%	111.970	382,901
17	8/1/2043	3,350,000	4.000%	4.050%	99.342	(22,043)
18	8/1/2044	3,490,000	4.000%	4.070%	99.051	(33,120)
19						
20						
21						
22						
23	8/1/2049	19,700,000	4.000%	4.140%	97.839	(425,717)
24	Total	\$62,725,000	4.41%	3.86%	106.69%	\$4,452,074
			Average Coupon	TIC	Bond Price	



Final Debt Service Payments

Final Debt Service vs. Prior Estimate included in Feasibility Study

Final Pricing				9/9 City Council Meeting Estimates / Feasibility Study	
FY	Principal	Interest	Total Debt Service	Total Debt Service	Difference
2025	-	725,687	725,687	783,548	57,861
2026	-	2,870,850	2,870,850	3,099,750	228,900
2027	-	2,870,850	2,870,850	3,099,750	228,900
2028	1,515,000	2,832,975	4,347,975	4,533,000	185,025
2029	1,590,000	2,755,350	4,345,350	4,537,500	192,150
2030	1,670,000	2,673,850	4,343,850	4,533,125	189,275
2031	1,760,000	2,588,100	4,348,100	4,534,750	186,650
2032	1,850,000	2,497,850	4,347,850	4,537,000	189,150
2033	1,945,000	2,402,975	4,347,975	4,534,750	186,775
2034	2,045,000	2,303,225	4,348,225	4,537,750	189,525
2035	2,150,000	2,198,350	4,348,350	4,535,750	187,400
2036	2,255,000	2,088,225	4,343,225	4,533,625	190,400
2037	2,375,000	1,972,475	4,347,475	4,536,000	188,525
2038	2,495,000	1,850,725	4,345,725	4,537,500	191,775
2039	2,625,000	1,722,725	4,347,725	4,533,000	185,275
2040	2,755,000	1,588,225	4,343,225	4,537,125	193,900
2041	2,900,000	1,446,850	4,346,850	4,534,500	187,650
2042	3,050,000	1,298,100	4,348,100	4,534,875	186,775
2043	3,205,000	1,141,725	4,346,725	4,537,750	191,025
2044	3,350,000	994,600	4,344,600	4,537,750	193,150
2045	3,490,000	857,800	4,347,800	4,534,625	186,825
2046	3,630,000	715,400	4,345,400	4,533,000	187,600
2047	3,780,000	567,200	4,347,200	4,537,250	190,050
2048	3,935,000	412,900	4,347,900	4,536,875	188,975
2049	4,095,000	252,300	4,347,300	4,536,500	189,200
2050	4,260,000	85,200	4,345,200	4,535,625	190,425
Total	\$ 62,725,000	\$ 43,714,512	\$ 106,439,512	\$ 111,302,673	\$ 4,863,161



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One James Center
901 East Cary Street
11th Floor
Richmond, VA 23219

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Senior Vice President
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tcole@investdavenport.com

Charlotte Office
Independence Center
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Suite 1220
Charlotte, NC 28246

Mitch Brigulio
Senior Vice President
704-644-5414
mbrigulio@investdavenport.com

Clay Richards
Analyst
704-390-7270
crichards@investdavenport.com

Municipal Advisor Disclosure



The enclosed information relates to an existing or potential municipal advisor engagement.

The U.S. Securities and Exchange Commission (the "SEC") has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC ("Davenport") has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

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AGENDA ITEM #14

McGill Engineering Contract Amendment No. 2- WRRF Expansion Project

Meeting Date

November 4, 2024

Presenter

Franz Holt, City Engineer

Public Hearing

Yes ☐ No ☒

Summary

For City Council consideration is an amendment to the engineering contract with McGill Associates, P.A. that will cover related services during the construction and post-construction phases of the WRRF expansion/upgrade project. The contract is for a lump sum of \$2,700,000 providing full-time construction observation during active work during the 36-month contract period, review of monthly progress and payment applications, and other related items.

Background

McGill Associates has completed the related engineering services for the design, permitting, and bidding of the WRRF expansion/upgrade project. A contract has been awarded for the construction of the WRRF project and the city requires related engineering construction services for full-time review of the work and the administration of the construction contract on behalf of the city.

Financial Impact

The City Council adopted a Capital Project Ordinance and Budget Amendment at their October meeting which included the funding for the \$2,700,000 engineering contract.

Recommendation

Staff recommends council approval of the McGill engineering contract amendment no. 2 for the lump sum amount of \$2,700,000 for services related to the construction of the WRRF expansion/upgrade project.

Suggested Motion

Move to approve McGill Engineering contract amendment no. 2 for the lump sum amount of \$2,700,000 for services related to the construction of the WRRF expansion/upgrade project.

Attachments

1. WRRF McGill Engineering Contract – Amendment No. 2

AMENDMENT NO. 2

to the

AGREEMENT FOR ENGINEERING SERVICES – DATED OCTOBER 18, 2021

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good valuable consideration, the parties agree to amend the Agreement for Engineering Services as follows:

Section 2 – Basic Services shall be amended to include the following services:

2.7 CONSTRUCTION PHASE

Upon successful completion of the Bidding and Award Phase, and upon written authorization from OWNER, ENGINEER shall:

- 2.7.1 Provide General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in the General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, which shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. ENGINEER shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- 2.7.2 Provide a Construction Field Representative (CFR) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations as an experienced and qualified design professional, keep the OWNER informed of the progress of the work, and endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor.
- 2.7.3 The total construction contract time is assumed to be thirty-six (36) months. As part of this contract, field observation will be provided by a CFR on a full-time basis (up to 40 hours per week) during active work. Additional requested CFR time will be considered Additional Services under Section 3 of this Agreement.
- 2.7.4 The purpose of ENGINEER's visits and the representation by the Construction Field Representative, (CFR) at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. ENGINEER shall not, during such visits or as

a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. However, ENGINEER shall give prompt notice to the OWNER whenever ENGINEER observes or otherwise becomes aware of any defect in the Project or of any material deviation of Contractor's work from the Contract Documents.

- 2.7.5 Review and determine the acceptability of any schedules that Contractor is required to submit to ENGINEER, including Progress Schedule, Schedule of Submittals and Schedule of Values.
- 2.7.6 Schedule monthly construction progress meetings during active work periods with the OWNER, Contractor, ENGINEER and all other applicable parties discuss matters related to the Project. Prepare and distribute meeting notes to all parties.
- 2.7.7 Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's Work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's Work for the purposes of recommending payments nor ENGINEER's recommendation of

any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

- 2.7.8 Assist the OWNER in the selection and coordination of an independent geotechnical and materials testing laboratory, if required, to be provided at the OWNER's expense.
- 2.7.9 Review and take action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and any approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Review of Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same, shall be deemed as Additional Services.
- 2.7.10 Issue instructions to the Contractor from the OWNER as to interpretations and clarifications to the project design plans, specifications and contract documents.
- 2.7.11 Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by OWNER or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if ENGINEER in its discretion concludes that to do so would be inappropriate. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 2.7.12 Prepare information required to resolve problems due to actual field conditions and to respond to Requests for Information (RFI) from the Contractor.
- 2.7.13 Recommend to OWNER that Contractor's Work be rejected while it is in progress if, on the basis of ENGINEER's observations, ENGINEER believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

- 2.7.14 Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 2.7.15 Coordinate and track the start-up and commissioning of mechanical and electrical equipment associated with the project. Additional site visits required due to work not being ready for start-up, or Contractor scheduling conflicts shall be considered Additional Services.
- 2.7.16 Review the Contractor's final application for payment and make recommendation as to approval once all issues with the project final observation site visit have been completed and resolved.
- 2.7.17 Require such testing of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
- 2.7.18 Promptly after notice that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct a pre-final observation site visit to determine if the Work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.
- 2.7.19 In company with OWNER's representatives, conduct a final observation site visit to determine if the Project has been completed in accordance with the Contract Documents and if the Contractor has fulfilled all of his obligations thereunder so that the ENGINEER may approve to the OWNER final payment to the Contractor.
- 2.7.20 Review operation & maintenance (O&M) manuals provided by the equipment manufacturers and distribute to the OWNER.
- 2.7.21 Prepare for the OWNER a set of record drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished. One (1) electronic PDF copy of the record drawings will be furnished to the OWNER.
- 2.7.22 Provide or make available all Project files and information to effect project closeout.

2.8 POST CONSTRUCTION PHASE

- 2.8.1 Assist the OWNER in assuring that the warranty period for the construction work is complied with.
- 2.8.2 Schedule and conduct a one (1) year warranty review with the OWNER and Contractor following the start-up and commissioning of the project. This warranty

review will be conducted during the 11th month of operation and will produce a complete listing of findings and required corrections.

Section 3 – Additional Services shall be amended as follows:

- 3.14 Additional or extended services during construction made necessary by prolongation of work hours by the Contractor during a work week, prolongation of the construction contract time, or default by the Contractor under the construction contract if such contract is delayed beyond the original completion date.
- 3.15 Providing Special Inspections, if required to meet City or County building requirements during construction of the project.
- 3.16 Evaluation of unsuitable subgrade materials during construction.
- 3.17 Review of Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same General Conditions.

Section 4 – Owners Responsibilities shall be amended as follows:

- 4.14 Provide construction materials testing as required for the project.
- 4.15 Provide timely approvals by the City Manager for Work Change Directives and Change Orders, if required by the Project, to ensure a timely completion date.

Section 6 – Payment to the Engineer, Article 6.1.1 shall be amended to include the following fees:

Construction Phase	\$2,700,000 Lump Sum
Post Construction Phase	Hourly

In accordance with the Agreement for Engineering Services, the Owner agrees to pay the ENGINEER the amounts noted above for the Additional Services rendered as outlined in this Amendment No. 2.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

CITY OF MEBANE

McGILL ASSOCIATES, P.A.

Preston Mitchell
Interim City Manager

Andy Lovingood, PE
President

Date: _____

Date: _____

ATTEST: _____
Stephanie W. Shaw
City Clerk

PRE-AUDIT CERTIFICATION:

THIS INSTRUMENT has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

By: _____
Daphna Schwartz
Finance Director



AGENDA ITEM #15

New Updated Water & Wastewater System Development Fee Study

Meeting Date

November 4th, 2024

Presenter

Franz Holt, City Engineer

Public Hearing

Yes ☐ No ☒

Summary

On October 7th, 2024, the City Council made a tentative contract award to Crowder Construction Company and approved a new CPO and Budget Ordinance for the WRRF expansion/upgrade project. In addition, staff informed the Council that an updated System Development Fee study to account for the additional project construction costs, from the bidding process, may be presented at its next meeting.

Stantec has now completed an updated System Development Fee study addressing the increase in project costs not covered in the July 2024 adopted fees. The updated study is for Council consideration and if accepted the report will be posted on the city's website for a 45-day review period (min.) seeking public comment. Upon completing the review/public comment process this item will be presented to Council with recommended action at the January 2025 Council meeting.

Background

The City of Mebane currently charges Water and Wastewater System Development Fees (a one-time fee) for new water and wastewater connections to cover a fair portion of existing and new water and wastewater infrastructure as follows:

- The fees are based on the cost per gallon of water and wastewater system capacity and then applied to a 3-bedroom residential new customer (equivalent residential user) and scaled up or down based on the no. of bedrooms.
- Non-residential fees are then scaled based on meter size.

Financial Impact

Based on the new study, the maximum water and sewer system development fee the city could charge for a new equivalent residential user is \$6,220. This is an increase of \$726 above the current fee of \$5,494.

Additionally, the updated study addresses new NCDEQ interpretation of the minimum number of bedrooms (current fee is for 2-bedroom minimum). A new water and wastewater fee is included in the report for 1-bedroom units.

Based on the number of anticipated equivalent residential units at 400 annually a new fee (if adopted in January 2025) would provide an additional \$287,000 annually in future years above the current SDF projected revenues. Total water and system development fees are projected at approximately \$2.8 million annually with sewer being approximately \$2.087 million

Recommendation

Staff recommends the City Council accept the updated October 18th, 2024, Stantec Water and Wastewater System Development Fee Study and approve posting it on the City of Mebane website for a minimum of 45 days (as required) for public review and comment.

Suggested Motion

Move to accept the updated Stantec Water and Wastewater System Development Fee Study as presented and approve posting it on the City of Mebane website for a minimum of 45 days for public review and comment.

Attachments

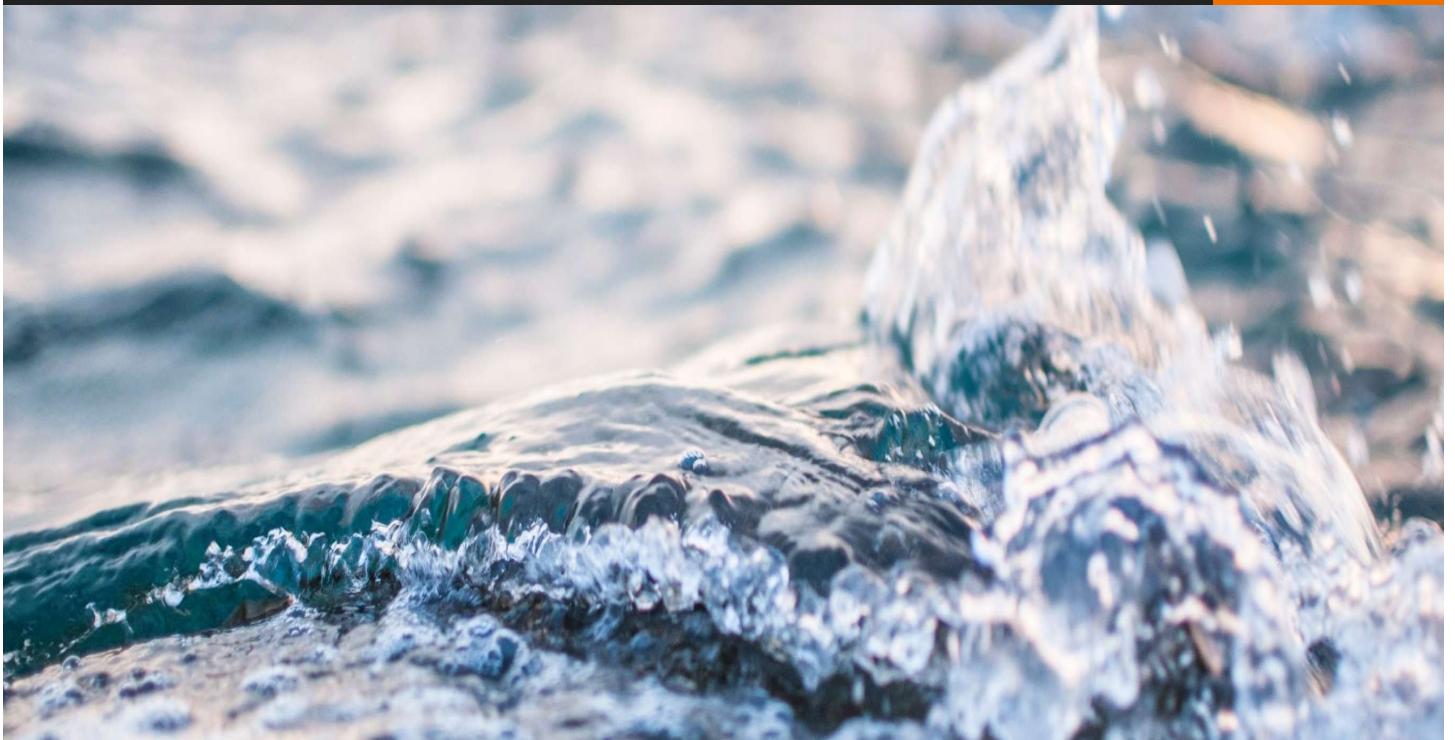
1. Updated new October 18th Stantec Water and Wastewater System Fees Development Fee Study.
2. Stantec Study Slides.



City of Mebane, NC

Water and Sewer System Development Fee Study

October 18, 2024





October 18, 2024

Franz Holt, PE
City Engineer
City of Mebane, NC
106 E Washington Street
Mebane, NC 27302

Re: Water and Sewer System
Development Fee Study

Dear Mr. Holt,

Stantec is pleased to present this Draft Report on the Water and Sewer System Development Fee Study that we performed for the City of Mebane, North Carolina. We appreciate the professional assistance provided by you and all of the members of the City staff who participated in the Study.

If you have any questions, please do not hesitate to call us at (202) 585-6391. We appreciate the opportunity to be of service to the City and look forward to the possibility of doing so again in the near future.

Sincerely,

A handwritten signature in black ink, appearing to read "David A. Hyder".

David A. Hyder
Senior Principal

1299 Pennsylvania Ave NW
Washington DC 20004
(202) 585-6391
David.hyder@stantec.com

Enclosure

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1. INTRODUCTION

Stantec Consulting Services Inc. (Stantec) has conducted a Water and Sewer System Development Fee Study Update (Study) for the City of Mebane's water and sewer system (hereafter referred to as the "City" or "Utility"). This report presents the results of the Study update, including background information, legal requirements, an explanation of the calculation methodology employed, and the results of the analysis. It should be noted that the Study provides the cost calculations for the sewer system development fee given changes in capital costs discussed below. There are no proposed changes to the cost calculations associated with the water system development fee and therefore they are excluded from this report. The report does, however, review the scaling water and sewer system development fees for residential connections.

1.1 BACKGROUND

A system development fee is a one-time charge paid by a new customer to recover a portion the cost of constructing sewer system capacity. The fees are also often assessed to existing customers requiring increased system capacity. In general, system development fees are based upon the costs of utility infrastructure including, but not limited to, water supply facilities, treatment facilities, effluent disposal facilities, and transmission mains. System development fees serve as the mechanism by which growth can "pay its own way" and minimize the extent to which existing customers must bear the cost of facilities that will be used to serve new customers.

The City currently assesses water and sewer system development fees based on an analysis completed in March of 2024. Since the completion of the study, the contract for the City's Water Resource Recovery Facility (WRRF) expansion project has been awarded providing a better understanding of the cost of project. Given the change in the cost of the project compared to original estimates, the City has retained the services of Stantec to calculate updated system development fees for the sewer system in accordance with the North Carolina Public Water and Sewer System Development Fee Act, set forth in North Carolina General Statue 162A, Article 8. In addition, the City has requested that Stantec evaluate the structure of the water and sewer system development fees residential properities.

1.2 LEGAL REQUIREMENTS

The Public Water and Sewer System Development Fee Act ("SDF Act") was approved on July 20th, 2017 and grants local government entities that own or operate municipal water and sewer systems the authority to assess system development fees for the provision of utility service to new development.

The SDF Act defines new development as 1) subdivision of land, 2) construction or change to existing structure that increases service needs or 3) any use of land which increased service needs within 1 year (no longer than 12 months) of a development fee being adopted.

According to the SDF Act the following procedural requirements need to be followed in order to adopt a system development fee:

- **Requirement 1:** The fee should be calculated in a written analysis (“SDF Analysis”) prepared by a financial professional or licensed professional engineer (qualified by experience and training or education) who employs generally accepted accounting, engineering, and planning methodologies to calculate system development fees for water and sewer systems, including the buy-in, incremental cost or marginal cost, and combined costs methods for each service; and that (1) documents the facts and data used in the analysis and their sufficiency and reliability; (2) provides analysis regarding the selection of the appropriate method of analysis; (3) documents and demonstrates reliable application of the methodology to the facts and data, including all reasoning, analysis, and interim calculations underlying each identifiable component of the system development fee; (4) identifies all assumptions and limiting conditions affecting the analysis and demonstrates that they do not materially undermine the reliability of the conclusions reached; (5) calculates a system development fee per service unit of new development and includes an equivalency or conversion table to use in determining the fees applicable for various categories of demand; and (6) covers a planning horizon of between 5 and 20 years.
- **Requirement 2:** The system development fee analysis must be posted on the City’s website, and the City must solicit comments and provide a means by which people can submit their comments, for a period of at least 45 days.
- **Requirement 3:** Comments received from the public must be considered by preparer of the system development fee analysis for possible adjustments to the analysis.
- **Requirement 4:** The City Council must hold a public hearing prior to considering adoption of the system development fees including any adjustments made as part of the comments received by the City.
- **Requirement 5:** The City must publish the system development fee schedule as part of its annual budget or fee ordinance.
- **Requirement 6:** The City cannot adopt a fee that is higher than the fee calculated by the professional analysis.
- **Requirement 7:** The City must update the system development fee analysis at least every five years.

In addition to the procedural requirements listed above, the SDF Act provides specific requirements pertaining to the calculation of the system development fees. These requirements are highlighted within the body of this report in concert with the calculation of the system development fees for the City. Further, the City must follow the SDF Act guidance when actually charging the system development fee: it may be charged only to “new development” and only at the time specified in the legislation; and new development must be given a credit for costs in excess of the development’s proportionate share of connecting facilities required to be oversized for use of others outside of the development.

1.3 GENERAL METHODOLOGY

There are three primary approaches to the calculation of system development fees, all of which are outlined within the SDF Act. Each of the approaches are discussed below.

Buy-In Method

This approach determines the system development fees solely on the existing utility system assets. Specifically, the replacement cost of each system's major functional components serve as the cost basis for the system development fee calculation. This approach is most appropriate for a system with considerable excess capacity, such that most new connections to the system will be served by that existing excess capacity and the customers are effectively "buying-in" to the existing system.

Incremental/Marginal Cost Method

The second approach is to use the portion of each system's multi-year capital improvement program (CIP) associated with the provision of additional system capacity by functional system component as the cost basis for the development fee calculation. This approach is most appropriate where 1) the existing system has limited or no excess capacity to accommodate growth, and 2) the CIP contains a significant number of projects that provide additional system capacity for each functional system component representative of the cost of capacity for the entire system.

Combined Cost Method

The third approach is a combination of the two previous approaches described. This approach is most appropriate when 1) there is excess capacity in the current system that will accommodate some growth, but additional capacity is needed in the short-term as reflected in each system's CIP, and 2) the CIP includes a significant number of projects that will provide additional system capacity but does not necessarily have a sufficient number of projects in each functional area to be reflective of a total system.

While the SDF Act allows for the use of any one of the three methodologies discussed above, it specifies restrictions on how the revenues generated by the fees calculated using each methodology may be utilized. Table 1-1 summarizes each of the three methodologies, their typical application, and restriction of how the revenues can be utilized for each.

Table 1-1 Description of Methodologies & Restriction to Proceeds

Methodology / Approach:	Description:	Fee Proceeds Allowed for:
Buy-In Method	New development shares in <u>capital costs previously incurred</u> which provided capacity for demand arriving with new development needs.	Expansion and/or rehabilitation projects. Since the buy-in method reimburses the system for certain past investments, proceeds can be utilized for all types of capital projects.
Incremental / Marginal Cost	New development share in <u>capital costs to be incurred in the future</u> which will provide capacity for demand arriving with new development needs.	Professional services costs in development of new fees and expansion costs (construction costs, debt service, capital, land purchase, other costs etc.) related to new development only. If no capital projects in next five years can be used for debt related to existing assets.
Combined Cost	Combination of Buy-In and Incremental / Marginal Cost methods	May be expended for previously completed capital improvements for which capacity exists and for capital rehabilitation projects.

For the sewer system the Combined approach methodology was selected since the sewer system has capacity to sell, while at the same time, significant sewer capital spending is planned over the next 10 years. To comply with the SDF Act, the City will revisit the methodology at least every five years to determine if the methodology for each system is still the most appropriate methodology to use.

2. BASIS OF ANALYSIS

The following section outlines the calculation of the system development fees using the Combined approach for the sewer system. It should be noted that using the Combined approach, requires a Buy-in calculation and an Incremental Cost calculation. Therefore, the discussion regarding the Buy-In approach and incremental component applies to the sewer systems. The following outlines the process to determine the net value (cost basis) for each system.

- 1) The existing system assets are analyzed to determine the replacement cost new less depreciation (RCNLD) of the City's existing major sewer system components.
- 2) Any non-core system assets are excluded from the existing system value including items such as vehicles, meters, computer equipment and other non-core system assets.
- 3) Growth-related capital project spending over the next 10 years as identified in the City's official capital improvement plan is added to the analysis. This includes projects designated to add new capacity to the system, whether partially or entirely.
- 4) Any donated assets and/or assets not funded by the City (funded by grants, developers, etc.) are removed from the system assets (both existing assets and those to be funded by outside sources within the capital improvement plan).
- 5) The assets are further reduced by either the maximum of the outstanding principal on existing debt for each system or at least 25% of the cost of expansion related projects to provide a revenue credit as required by the SDF Act.

The resulting net system value is used in the determination of the system development fee.

The following section outlines the details of the analysis completed during the Study to calculate the sewer system development fees.

2.1 BUY-IN NET SYSTEM VALUE

The City provided an asset inventory which included description, asset category/class, year placed in service, original cost, and useful life for each asset through FY 2023 for sewer systems. These assets were classified by each major system function, and a replacement cost new less depreciation was calculated for each asset record using the data provided by the City and the Engineering News Record Construction Cost Index. Any assets determined to be administrative and serve all systems and functions were split based on the overall allocation of classified assets.

The SDF Act requires that the system development fee calculations include provisions for credits against the value of the system to account for assets that were not funded by the municipality. As such, those items were identified and therefore removed from the determinations of net asset value of each system.

In addition to donated asset, non-core system assets are excluded from the determination of the RCNLD. These include meters, vehicles, equipment, computers, and other. Results of the RCNLD for the City's existing sewer system based upon the asset records provided by City staff are shown in Tables 2-1 and 2-2.

Table 2-2 Replacement Cost New, Less Depreciation: Sewer System

Asset Category	Treatment	Conveyance / Collection	Total
RCNLD Value	\$22,889,594	\$43,543,374	\$66,432,969
Allocated Administrative Costs	\$535,953	\$604,041	\$1,139,994
Total Costs	\$23,425,547	\$44,147,416	\$67,572,963
Less Contributed Assets / Non-Cost Assets	(\$2,265)	(\$17,748,383)	(\$17,750,648)
Net Asset Value	\$23,423,282	\$26,399,032	\$49,822,315

2.2 INCREMENTAL/EXPANSION NET SYSTEM VALUE

The City provided a 10-year capital improvements plan (CIP), which included the project description, total spending, and an indication of whether the project was designated for expansion or rehabilitation. To calculate the Incremental Cost approach all expansion related projects that would increase capacity were identified. Review of the sewer system CIP revealed that the City currently has four planned capital projects that will expand the capacity of the sewer system at a total cost of approximately \$96.4 million. A portion of these projects will be funded with grants or outside funding sources. The net portion included in the SDF analysis totals \$81.5 million. Table 2-3 identifies each of the projects that are included in the analysis for the sewer system, the grant funded portion and the net capital included in the analysis.

Table 2-3 Expansion Related Capital Projects for the Sewer System

Project	Function	Total Project Cost	Grant Funded Portion	Growth Related CIP Costs
GKN Force Main Reroute	Collection System	\$1,900,000	\$900,000	\$1,000,000
3 rd Pump at N Regional	Collection System	\$95,000	-	\$95,000
Jones Rd Outfall	Collection System	\$1,000,000	-	\$1,000,000
WRRF Expansion to 4.0 MGD	Treatment	\$93,467,804	\$14,025,000	\$79,442,804
Total Expansion Costs		\$96,462,024	\$16,120,000	\$81,537,804

The SDF Act requires that the total project costs be reduced by a revenue credit equal to a minimum of 25 percent of the cost of the capital projects included in the analysis when the Combined Cost is utilized. The SDF Act “Minimum Requirements” allow for the credit to be determined by “*either the outstanding debt principal or the present value of projected water and sewer revenues received by the local government unit for the capital improvements.*” For this Study, the revenue credit was determined by removing the net present value of debt principal for the cost of the future capital projects that the Town plans to finance over the 10-year CIP planning period. Specifically, of the \$81.54 million in expansion costs the City plans to finance approximately \$67.3 million. Table 2-4 presents the determination of the net system value of future capital investments given the revenue credit for future debt service.

Table 2-4 New System Value including Revenue Credits

	Sewer System
Total Expansion Costs	\$81,537,804
Net Present Value of Principal Over Planning Period ¹	(\$22,765,387)
Additional Credit to Achieve 25%	(\$-)
Net Incremental Value	\$58,772,417
Revenue Credit (% of Projects)	27.92%

¹Assumes a 20-year term with 5% discount rate

2.3 SYSTEM CAPACITY

2.3.1 Existing System Capacity

The City’s sewer systems consist of numerous functional components such as treatment and conveyance/collection. Each of the functional components have a physical or regulatory permitted capacity. While treatment, capacities are readily available and generally accepted to be the physical or regulatory permitted capacity of such facilities, transmission system capacities are more difficult to quantify.

As such, it is common to define the capacity for all functional components (including the transmission facilities) based on the system’s total treatment capacity. This approach was utilized for the determination of the system capacities of the City’s utility systems. The rationale behind this decision is that even if the transmission and pumping portion of either system is larger than that system’s treatment capacity, the maximum capacity the system can offer to its connections is its total treatment capacity.

The City retains a 21.4% capacity allocation (0.75 MGD) in the 3.5 MGD City of Graham Wastewater Treatment Plant, providing a combined sewer system treatment capacity of 3.25 MGD. This combined capacity was used as the existing sewer system capacity for the system development fee analysis.

2.3.2 Added System Capacity

The expansion related capital improvement projects identified in the City's capital plan will all add capacity to the City's sewer system. The sewer projects include the expansion of the City's WRRF by 1.5 MGD. Additionally, the conveyance main projects will allow the City to fully utilize all of the sewer system capacity within the system flowing to the Mebane WRRF and the system flowing to the Graham WWTP. Table 2-5 summarizes the capacity by function used in the combined system development fee calculations.

Table 2-5 Sewer System Capacity by Function

Sewer Capacity (MGD)		
	Treatment	Conveyance / Collection
Current Capacity	3.25	3.25
Capacity Expansion	1.50	1.50
Total System Capacity	4.75	4.75

2.4 COST CALCULATION

Table 2-6 summarizes the Combined Cost calculation for the sewer system to allow for the determination of development fee calculation and provides the cost per gallon per day for system capacity based on the total capacity within each system.

Table 2-6 Calculation of Cost per Gallon

Sewer	
Replacement Value of Existing Depreciated Assets	\$67,572,963
Expansion Capital Projects	\$81,537,804
Total Value	\$149,110,767
<i>Less Credits</i>	
Outstanding Debt Principal	(\$13,035,492)
Donated Assets / Non-Core Assets	(\$17,750,648)
Revenue Credit (NPV of future debt principal over planning period)	(\$22,765,387)
Additional credit to meet 25% requirement ¹	-
Net System Value	\$95,559,240
System Capacity - Gallons per Day	4,750,000
Cost Gallons Per Day	\$20.12

¹Additional credit not required as shown in Table 2-4

2.5 LEVEL OF SERVICE STANDARDS

The SDF Act requires that system development fees be assessed based on a “Service Unit” which represents a unit of measure of system capacity, typically defined as an equivalent residential unit (ERU). Utilizing this approach, it is possible to define the City’s capacity in units of capacity or ERUs. Expressing the system capacities in terms of ERUs allows for the development of the unit pricing of capacity which is essential for the determination of system development fees. The basis for the determination of the ERU needs to be related to a specific level of service standard utilized by the local government for system engineering and planning purposes. The total system capacity (treatment capacity in million gallons per day for each system) divided by the level of service in gallons per day is equal to the total number of ERUs the City can serve with the system capacity.

The City’s current level of service for the water system is defined as 250 gallons per day per equivalent residential unit (equivalent to a 3-bedroom residential dwelling) or 83 gallons per day per bedroom. The City currently defines the level of service for the sewer system as 225 gallons per day based on the legislation passed by the North Carolina General Assembly that allows for a planning standard of 75 gallons per day per bedroom and the City’s assumption of a 3-bedroom home as the standard ERU. Table 2-7 presents the total ERUs within the sewer system based on the existing and additional capacity added with the City’s capital improvement plan based on the discussed level of service standards.

Table 2-7 Sewer System ERUs

Sewer System	
System Capacity (gallons)	4,750,000
Level of Service (gpd)	225
Total ERUs	21,111

To determine the system fees for non-residential connections, the City currently scales the fees based on meter size. This approach is consistent with industry standards and is an acceptable means of determining the fees based on potential use of the system as defined by the maximum flow rate of the water meter. Table 2-8 presents the basis for the scaling factors and the resulting ERUs by meter size.

Table 2-8 Equivalent Residential Unit Scaling

Meter Size	Maximum Flow Rate (GPM)	Equivalent Residential Units
3/4"	30	1.00
1"	50	1.67
1 ½"	100	3.33
2"	160	5.33
3"	350	11.67
4"	630	21.00
6"	1,300	43.33

To determine the system fees for residential connections, the City currently scales the fees based on the number of bedrooms associated with the connection.

Table 2-9 Current Residential Scaling

Bedrooms	Water (Gallons per Day)	Sewer (Gallons per Day)
1 & 2 - Bedroom	166	150
3 - Bedroom	250	225
4 - Bedroom	332	300
5 - Bedroom	415	375

As shown in Table 2-9, the City maintains a minimum of 2-bedrooms for purposes of scaling the current system development fees and therefore 1-bedroom units are assumed to be equivalent to a 2-bedroom. To be consistent with recent guidance provided to the City by the North Carolina Department of Environmental Quality (NCDEQ), we recommend that the City modify scaling for water and sewer system development fees for 1-bedroom units to align with the assumed level of service for a 1-bedroom unit as shown in Table 2-10.

Table 2-10 Recommended Residential Scaling

Bedrooms	Water (Gallons per Day)	Sewer (Gallons per Day)
1 - Bedroom	83	75
2 - Bedroom	167	150
3 - Bedroom	250	225
4 - Bedroom	333	300
5 - Bedroom	417	375

3. RESULTS

This section summarizes the results of the Study, the existing and calculated system development fees, and conclusions and recommendations.

3.1 EXISTING SEWER SYSTEM DEVELOPMENT FEES

The City currently charges system development by meter size for non-residential customers and by number of bedrooms for residential connections. The tables below summarize the existing sewer system development fees collected by the City.

Table 3-1 Existing Sewer System Development Fees

Meter Size	Sewer
3/4"	\$3,936
1"	\$6,559
1.5"	\$13,119
2"	\$20,990
3"	\$45,916
4"	\$82,648
6"	\$170,544

Table 3-2 Existing Residential Sewer System Development Fees

Bedrooms	Sewer
1 & 2 - Bedroom	\$2,598
3 - Bedroom	\$3,936
4 - Bedroom	\$5,234
5 - Bedroom	\$6,533

3.2 CALCULATED SEWER SYSTEM DEVELOPMENT FEES

To calculate the system development fees, the total unit cost per gallon for capacity described in Section 2 is multiplied by the level of service standard for of 225 gallons per day as demonstrated in Table 3-4.

Table 3-4 System Development Charge per ERU

Sewer	
Cost per Gallon	\$20.12
Per ERU Level of Service (gpd)	225
SDF per ERU	\$4,526
Escalation Factor to Effective Year	3%
SDF per ERU	\$4,662

Table 3-5 provides a schedule of the existing and calculated non-residential sewer and system development fees based upon the cost and capacity information discussed herein by meter size. The scaling of the system development fee by meter size is intended to reflect the potential demand associated with each meter as described in Section 2.

Table 3-5 Non-Residential Sewer System Development Fees

Meter size	Current Sewer SDF	Calculated Sewer SDF	Change
3/4" (1 ERU)	\$3,936	\$4,662	\$726
1"	\$6,559	\$7,770	\$1,211
1 1/2"	\$13,119	\$15,539	\$2,420
2"	\$20,990	\$24,863	\$3,873
3"	\$45,916	\$54,387	\$8,471
4"	\$82,648	\$97,897	\$15,249
6"	\$170,544	\$202,010	\$31,466

The calculated fees for residential connections by bedrooms are shown in Table 3-6. As demonstrated in the table, adopting a sewer system development fee for 1-bedroom units will result in a reduced sewer system development fee for connections with 1-bedroom units.

Table 3-6 Residential Sewer System Development Fees

Bedrooms	Current Sewer SDF	Calculated Sewer SDF	Change
1 - Bedroom	\$2,598	\$1,554	(\$1,044)
2 - Bedroom	\$2,598	\$3,077	\$479
3 - Bedroom	\$3,936	\$4,662	\$726
4 - Bedroom	\$5,234	\$6,200	\$966
5 - Bedroom	\$6,533	\$7,739	\$1,205

The addition of a water system development fee for 1-bedroom units will also result in a reduction in water system development fees for connections with 1-bedroom units. The water system development fees under this approach are shown in Table 3-7.

Table 3-7 Residential Water System Development Fees

Bedrooms	Current Water SDF	Calculated Water SDF	Change
1 - Bedroom	\$1,029	\$519	(\$509)
2 - Bedroom	\$1,029	\$1,029	\$0
3 - Bedroom	\$1,558	\$1,558	\$0
4 - Bedroom	\$2,073	\$2,073	\$0
5 - Bedroom	\$2,587	\$2,587	\$0

It is important to note that the City has discretion regarding the percentage of cost recovery utilized in the establishment of the system development fees. The system development fees can recover any amount up to, but not in excess of, the full cost recovery amounts identified herein.

3.3 CONCLUSIONS AND RECOMMENDATIONS

Based upon the analysis presented herein, we have developed the following conclusions and recommendations:

- 1) We recommend that the City consider the sewer system development fees as demonstrated in Tables 3-5 and 3-6 for adoption including the addition of a sewer system development fee for connections with 1-bedroom units.
- 2) We recommend that the City adopt a water system development fee for connections with 1-bedroom units as demonstrated in Table 3-7.
- 3) We recommend that the City review its development fees at least every five years to ensure that it follows requirements established by the SDF Act and to ensure that they remain fair and equitable and continue to reflect its current cost of capacity. As the City continues to expand its facilities, future changes in technology, demands, development patterns, or other factors may necessitate additional adjustments to its development fees.
- 4) We recommend that as part of any system development fee update, the City also evaluates the most appropriate accepted methodology for calculating its system unit cost of capacity as system capacity may change over time.

Disclaimer

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In preparing this report, Stantec utilized information and data obtained from the City of Mebane or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize Stantec’s analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliance on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors which are incapable of precise measurement. As such, the use of this document and its findings by the City of Mebane should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.

APPENDIX: SUPPORTING SCHEDULE

Schedule 1: Summary of System Fixed Assets & Administration Cost Allocation

Function		Gross RCNLD Asset Value	Contributed Assets	Net RCNLD Asset Value	% of Total	Allocated Admin Costs	Net Asset Value + Allocated Admin
Sewer	Treatment	\$ 22,889,594	\$ 2,265	\$ 22,887,330	47.01%	\$ 535,953	\$ 23,423,282
Sewer	Conyenance/ Collection	\$ 43,543,374	\$ 17,748,383	\$ 25,794,991	52.99%	\$ 604,041	\$ 26,399,032
Total		\$ 66,432,969	\$ 17,750,648	\$ 48,682,321	100%	\$ 1,139,994	\$ 49,822,315

Schedule 2: Capital Improvement Program Listing and Allocations

11

	Project Name	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Cost	Admin Allocation	Water Allocation	Sewer Allocation	% Growth	Growth Related CIP Cost
15	GKN Force Main Reroute	1,000,000	0	0	0	0	0	0	0	0	0	0	\$ 1,000,000	0%	0%	100%	100%	\$ 1,000,000
16	3rd Pump at N Regional	0	95,000	0	0	0	0	0	0	0	0	0	\$ 95,000	0%	0%	100%	100%	\$ 95,000
17	I & I Repair - Manhole Rehab & Sliplining	0	3,150,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	\$ 7,650,000	0%	0%	100%	0%	\$ -
18	Jones Rd Outfall	0	0	112,500	887,500	0	0	0	0	0	0	0	\$ 1,000,000	0%	0%	100%	100%	\$ 1,000,000
19	Utility Oversizing	150,000	50,000	150,000	150,000	150,000	150,000	50,000	50,000	50,000	50,000	50,000	\$ 1,050,000	0%	0%	100%	0%	\$ -
20	Gravelly Hill Force Main Reroute	0	0	0	798,000	0	0	0	0	0	0	0	\$ 798,000	0%	0%	100%	0%	\$ -
21	GE Pump Station & Force Main Rebuild	50,000	0	0	0	1,250,000	2,000,000	0	0	0	0	0	\$ 3,300,000	0%	0%	100%	0%	\$ -
22	Wal-Mart Pump Station Abandonment	0	0	0	0	500,000	0	0	0	0	0	0	\$ 500,000	0%	0%	100%	0%	\$ -
23	Third Street Outfall	50,000	0	0	0	0	0	1,000,000	0	0	0	0	\$ 1,050,000	0%	0%	100%	0%	\$ -
24	Terrell Street Pump Station Rehab	0	0	0	0	0	0	0	0	1,000,000	0	0	\$ 1,000,000	0%	0%	100%	0%	\$ -
25	Feldstone Pump Station Rehab	0	0	0	0	0	0	1,000,000	0	0	0	0	\$ 1,000,000	0%	0%	100%	0%	\$ -
27	WRRF Expansion to 4.0 MGD	0	0	79,442,804	0	0	0	0	0	0	0	0	\$ 79,442,804	0%	0%	100%	100%	\$ 79,442,804
28	Graham WWTP Capital Improvements	27,859	86,135	75,440	465,750	23,575	59,800	5,700	10,350	54,050	16,100	50,149	\$ 874,908	0%	0%	100%	0%	\$ -
29	AB Electrical Upgrade - Aerator	11,000	0	0	0	0	0	0	0	0	0	0	\$ 11,000	0%	0%	100%	0%	\$ -
30	Phosphorus Analyzer	0	30,000	0	0	0	0	0	0	0	0	0	\$ 30,000	0%	0%	100%	0%	\$ -
31	Aeration basin nutrient analyzer	0	0	25,000	0	0	0	0	0	0	0	0	\$ 25,000	0%	0%	100%	0%	\$ -
32	Polymer skid	0	0	35,000	0	0	0	0	0	0	0	0	\$ 35,000	0%	0%	100%	0%	\$ -
35	Rotary Drum Thickener Rehab	0	100,000	0	0	0	0	0	0	0	0	0	\$ 100,000	0%	0%	100%	0%	\$ -
36	Aqua Guard Influent Screen Rehab	0	0	0	100,000	0	0	0	0	0	0	0	\$ 100,000	0%	0%	100%	0%	\$ -
37	WAS Pump Replacement	0	0	0	0	0	0	30,000	30,000	0	0	0	\$ 60,000	0%	0%	100%	0%	\$ -
38	Insite IG Online Monitoring Equipment - Aeration Basin #2	12,720	0	0	0	0	0	0	0	0	0	0	\$ 12,720	0%	0%	100%	0%	\$ -
39	PromMent Chlorine Analyzer	13,342	0	0	0	0	0	0	0	0	0	0	\$ 13,342	0%	0%	100%	0%	\$ -
40	Corn Deer Mower	0	12,069	0	0	0	0	0	0	0	0	0	\$ 12,069	0%	0%	100%	0%	\$ -
41	Roof Repair - Thickener Building	40,000	0	0	0	0	0	0	0	0	0	0	\$ 40,000	0%	0%	100%	0%	\$ -
43	Biosolids Planning study	0	0	0	0	0	0	100,000	0	0	0	0	\$ 100,000	0%	0%	100%	0%	\$ -
44	Aqua Aerobics Aerator (2)	0	0	0	0	0	0	0	0	50,000	50,000	50,000	\$ 150,000	0%	0%	100%	0%	\$ -
45	Flow equalization	0	0	0	0	0	0	3,000,000	0	0	0	0	\$ 3,000,000	0%	0%	100%	0%	\$ -
46A	Vehicles and Equipment	272,884	155,000	50,000	185,000	80,000	65,000	50,000	50,000	50,000	50,000	50,000	\$ 1,057,884	0%	0%	100%	0%	\$ -
46B	Vehicles and Equipment	15,974	653,848	35,000	0	0	0	50,000	150,000	50,000	50,000	100,000	\$ 1,104,822	0%	100%	0%	0%	\$ -
													\$ -				50%	\$ -
Total		\$ 1,643,779	\$ 4,332,052	\$ 80,425,744	\$ 3,086,250	\$ 2,503,575	\$ 3,774,800	\$ 4,785,700	\$ 790,350	\$ 1,754,050	\$ 716,100	\$ 800,149	\$ 104,612,549					\$ 81,537,804

Schedule 3: Capital Improvement Summary and Funding

Function		Capital Improvement Costs	% of Total	Allocated Admin Cost	Function Costs + Allocated Admin	Bond Funded Portion
Sewer Treatment		\$ 79,442,804	97.43%	\$ -	\$ 79,442,804	84.7%
Sewer Conyenance/ Collection		\$ 2,095,000	2.57%	\$ -	\$ 2,095,000	0.0%
Total Expansion CIP		\$ 81,537,804		\$ -	\$ 81,537,804	
Excluded Non-Expansion CIP		\$ 23,074,745			\$ 23,074,745	
Total System CIP		\$ 104,612,549			\$ 104,612,549	

Schedule 4: Capacity Summaries

Sewer System Capacity

Treatment

Wastewater Treatment Plants	Capacity (MGD)	Incremental Capacity (MGD)
Existing Capacity Expansion to 4.0	3.25	
		1.50
	3.25	1.50

Conveyance/ Collection

	Capacity (MGD)	Incremental Capacity (MGD)
Transmission Lines	3.25	1.50
	3.25	1.50

Schedule 5: Sewer System Development Fee - Combined Approach

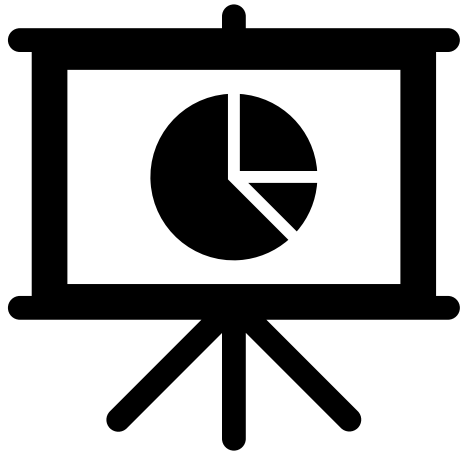
Functional Component:	Treatment	Conyenance/ Collection	Total
Gross Plant in Service Value	\$23,425,547	\$44,147,416	\$67,572,963
Total Expansion Capital Projects	\$79,442,804	\$2,095,000	\$81,537,804
Gross System Value	\$102,868,351	\$46,242,416	\$149,110,767
Less:			
Principal Credit	\$4,519,019	\$8,516,473	\$13,035,492
Specific Asset Contributions/Exclusions	\$2,265	\$17,748,383	\$17,750,648
General Allowance for Asset Contributions/Exclusions	-	-	-
Grants (Historical and Future)	-	-	-
Revenue Credit (Principal Future Debt during Planning Period)	22,765,387	-	22,765,387
Additional credit to meet 25% requirement	-	-	-
Net System Value	\$ 75,581,680	\$ 19,977,560	\$ 95,559,240
Revenue Credit % Used in Fee Calculation			27.92%
<i>Fee Calculation:</i>			
Capacity			
Million Gallons Per Day (MGD)	4.75	4.75	
Level of Service (gpd)	225	225	
Equivalent Residential Units	21,111	21,111	
Cost per Gallon	\$ 15.91	\$ 4.21	\$ 20.12
Initial Capacity Cost per ERU	\$ 3,580	\$ 946	\$ 4,526
Allowance for Contingency	0.00%	\$ 3,580	\$ 946
Percentage of Full Cost Recovery			100.00%
Escalation Factor to Effective Year			3.00%
Calculated Fee per ERU	\$ 3,687	\$ 974	\$ 4,662
Current Fee per ERU			3,936
Change			\$ 726
Percent Change			18%



City of Mebane, NC

System Development Fee Study

Agenda



- Background
- Approach
- Calculations
- Resulting System Development Fees
- Path Forward

System Development Fees

- Fees charged for new connections joining the water and wastewater system
- Intended to recover cost of constructing water and wastewater capacity, “growth pays for growth”
- Fees are applied based on units of service (representing potential demand on utility system)
- Fees are legislated in North Carolina
 - Public Water and Sewer System Development Fee Act (NC General Statutes - Chapter 162A Article 8) approved July 2017

Background

- Stantec completed a System Development Fee (SDF) Study for City in March 2024.
- City adopted recommended water and sewer system development fees effective July 1, 2024.
- City has now selected a contractor for Water Resource Recovery Facility (WRRF) and estimated costs of construction exceed estimates in prior SDF study.
- Stantec has completed an update of the SDF study for the sewer system to incorporate updated cost of WRRF expansion.
- Stantec has also evaluated the structure of residential system development fees (specifically for connections with 1-bedroom units).

Methodologies

Methodology	Description	Appropriate For
Buy-In Method	Fees are based on cost of constructing existing utility system	System with ample existing capacity to sell
Incremental Cost Method	Fees are based on planned growth-related capital improvements	System with limited or no existing capacity to sell
Combined Method	Fees are based on cost of existing system and planned capital improvements	System with existing capacity to sell and with planning growth-related capital projects

Recommend the use of the combined method for sewer SDFs

Combined Method SDF Calculation

$$\text{System Development Fee} = \frac{\text{Value of System} - \text{Credit}}{\text{System Capacity}}$$

1) Value of Utility System

- Depreciated value of current assets in place, escalated to current replacement cost
- Plus: The value of future planned capital projects that will **add** capacity to the system (*10-Year Capital Plan*)

2) Credits

- Outstanding principal on existing utility debt
- Revenue credit of at least 25% on growth related projects
- Donated/contributed assets

3) System Capacity

- Total capacity in utility system measured in units of service (Equivalent Residential Units or ERUs) with existing and expansion of system

Sewer SDF Calculation

Calculations

	Treatment	Conveyance / Collection	Total
Replacement Value of Existing Depreciated Assets	\$23,425,547	\$44,147,416	\$67,572,963
Expansion Capital Projects*	79,442,804	2,095,000	81,537,804
Total Value	\$102,868,351	\$46,242,416	\$149,110,767
<i>Less Credits</i>			
Outstanding Debt Principal	(\$4,519,019)	(\$8,516,473)	(\$13,035,492)
Donated Assets	(2,265)	(17,748,383)	(17,750,648)
Revenue Credit (Principal Future Debt during Period)	(22,765,378)	-	(22,765,387)
Net System Value	\$75,581,680	\$19,977,560	\$95,559,240
System Capacity - Million Gallons per Day	4.75	4.75	
Level of Service per ERU (gallons per day)	225	225	
Equivalent Residential Units (ERU)	21,111	21,111	
System Development Fee Per ERU	\$3,580	\$946	
Escalation Factor to Effective Year	3.0%	3.0%	
Wastewater System Development Fee Per ERU	\$3,687	\$974	\$4,662

*Includes WRRF expansion to 4 MGD, Jones Road Outfall and GKN Force Main Reroute

Scaling of System Development Fees

- SDFs must be applied based on units of service (represents potential demand)
- SDFs are often scaled by meter size based on hydraulic capacity of meter for non-residential connections
- Common to use number of bedrooms for scaling single family residential

Meter size	Equivalent Residential Units (ERU)
3/4"	1.00
1"	1.67
1 1/2"	3.33
2"	5.33
3"	11.67
4"	21.00
6"	43.33

Scaling of System Development Fees

Current Residential Scaling	ERUs	Water (Gallons per Day)	Sewer (Gallons per Day)
1 & 2 - Bedroom	0.66	167	150
3 - Bedroom	1.00	250	225
4 - Bedroom	1.33	333	300
5 - Bedroom	1.66	417	375

Recommended Residential Scaling*	ERUs	Water (Gallons per Day)	Sewer (Gallons per Day)
1 - Bedroom	0.33	83	75
2 - Bedroom	0.66	167	150
3 - Bedroom	1.00	250	225
4 - Bedroom	1.33	333	300
5 - Bedroom	1.66	417	375

**Incorporate SDF for 1-bedroom units based on estimated flow per unit*

Residential Sewer System Development Fees

	Current Sewer SDF	Calculated Sewer SDF	<i>Change</i>
1-Bedroom	\$2,598	\$1,554	(\$1,044)
2-Bedroom	\$2,598	\$3,077	\$479
3-Bedroom	\$3,936	\$4,662	\$726
4-Bedroom	\$5,234	\$6,200	\$966
5-Bedroom	\$6,533	\$7,739	\$1,205

Non-Residential Sewer System Development Fees

Current Sewer SDF	Calculated Sewer SDF	Change
\$3,936	\$4,662	\$726
\$6,559	\$7,770	\$1,211
\$13,119	\$15,539	\$2,420
\$20,990	\$24,863	\$3,873
\$45,916	\$54,387	\$8,471
\$82,648	\$97,897	\$15,249
\$170,544	\$202,010	\$31,466

Residential Water System Development Fees

	Current Water SDF	Calculated Water SDF	<i>Change</i>
1-Bedroom	\$1,029	\$519	(\$509)
2-Bedroom	\$1,029	\$1,029	\$0
3-Bedroom	\$1,558	\$1,558	\$0
4-Bedroom	\$2,073	\$2,073	\$0
5-Bedroom	\$2,587	\$2,587	\$0

Next Steps

- SDF report and calculated fees should be posted for public comment for a period of 45 days
- Comments received from public to be considered and adjustments made as necessary
- Public hearing on the system development fees ordinance
- Publish system development fees with budget or in City fee schedule
- Update the analysis at least once every 5 years



AGENDA ITEM #16

Voluntary Annexation Agreement- 512-A East Graham Street

Meeting Date

November 4, 2024

Presenter

Lawson Brown, City Attorney

Public Hearing

Yes ☐ No ☒

Summary

William Corriher, owner of 512-A East Graham Street, has requested annexation into the City for the foregoing property and, by City policy, has signed an annexation agreement and a petition for annexation.

Background

The property at 512-A East Graham Street is in the Mebane Extraterritorial Jurisdiction in Orange County, and City water is currently available to serve the property. The property does not have access to City general fund services, being located outside the City's corporate limits. The owner desires to build a house on the property and to avail the property of City water services. Per the City, Voluntary Annexation Policy, adopted June 6, 2022, (Section F, subsection 2) property owners desiring to avail themselves of utility service may apply for annexation which the City will consider on a case-by-case basis. In order to be considered for annexation under the policy, the applicants must sign an annexation application or petition and an agreement to be annexed in the future if the City desires. Generally, the City would request the individual property to be annexed if City utility services were available to the property; however, the City has the flexibility to defer the annexation of individual properties. Furthermore, the City may request annexation of the individual properties, in the future, if the City determines that it is in the best interest of the City to do so. The purpose of the policy is for the City to be able to extend its corporate limits and provide municipal services on a consistent basis. In the event that the City does not desire immediate annexation of an individual property, the policy provides that the annexation agreement be recorded in the public registry to provide notice to all persons who may purchase the property in the future. If an individual property is not annexed into the City, City policy provides for the individual property owner to pay the outside-the-City rate for utility services.

Financial Impact

N/A

Recommendation

Staff recommends that the Council accept the petition but defer annexation provided that the owner of the property record the City's signed standard Annexation Agreement per the June 6, 2022, policy. Staff further recommends that City utility services be made available to the individual property.

Suggested Motion

I move that the City accept the petition for annexation and the annexation agreement for the property at 512-A East Graham Street but defer annexation until the future per the City's policy and upon recordation of the signed annexation agreement. I further move that the City allow access to the City utility services per the Voluntary Annexation Policy.

Attachments

1. Annexation Agreement and Petition for Annexation
2. Annexation Policy adopted by Council June 6, 2022

NORTH CAROLINA
COUNTY OF ORANGE

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, made this _____ day of _____, 202_, by and between William Corriher, Property Owner(s), hereinafter referred to as "Owner(s)," and the CITY OF MEBANE, a municipal corporation of the State of North Carolina, hereinafter referred to as "City."

RECITALS:

- A. The Owner is seized of fee simple title to certain real property located outside the corporate limits of the City, identified on the attached Exhibit "A" which is incorporated by reference (herein the "Property").
- B. The Owner desires to have the City provide water and/or sewer service to the Property.
- C. The City is willing to provide water and/or sewer service to the Owner pursuant to City policies.

NOW, THEREFORE, the Owner, in consideration of the mutual covenants contained herein, hereby declares and agrees that the Property is and shall be held, transferred, sold and conveyed subject to covenants and agreements hereinafter set forth **which shall run with the land and be binding on future owners.**

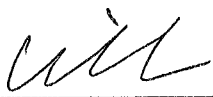
- 1. The City shall provide water and/or sewer to the Owner under terms, conditions and restrictions of the North Carolina General Statutes and the City Ordinances and policies.
- 2. The Owner agrees and hereby covenants to annex the Property into the City at a time that shall be determined by the City Council of the City, pursuant to City Ordinances and policies.
- 3. The Owner agrees that, following a thirty (30) day notice from the City, the water and/or sewer service shall be terminated by the City if the Owner shall fail to perform the above covenants or agreements as they become due.
- 4. The Owner agrees and hereby covenants and agrees that the Property shall be annexed into the City at a time that shall be determined by the City Council. The Owner agrees that a valid petition for annexation has been executed and attached hereto as Exhibit "B" and that the said petition shall remain effective in perpetuity. All subsequent owners, by the acceptance of a deed to the Property described in the petition's Attachment "B", and for the consideration of being served water and/or sewer service the subsequent owner acknowledges this equitable servitude on the Property

described in Attachment "A" and further hereby, by said acceptance, consent to and ratifies the Petition of Annexation given to the City upon execution of this Agreement.

5. This designation "Owner" as used herein, shall include the parties, heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by the context.

IN WITNESS WHEREOF, the Owner has hereunto set his hand and seal or if a corporation or other legal entity has caused this instrument to be signed in its entity name by its duly authorized officers or managers and its seal to be hereunto affixed by authority of its governing group, (Board of Directors) and the City, pursuant to authority duly given, has caused this instrument to be executed on its behalf by its Mayor and to be attested by its City Clerk and its corporate seal hereto affixed, the day and year first above written.

Company Name

 (SEAL)
Owner

BY: _____
President or Manager

Owner

ATTEST: _____
Secretary

Owner

(CORPORATE SEAL)

CITY OF MEBANE

ATTEST: _____
City Clerk

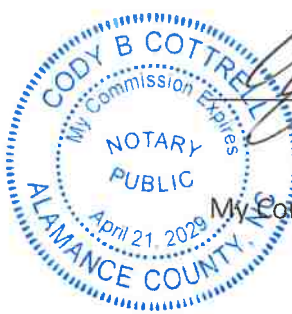
By: _____
Assistant City Manager

STATE OF NORTH CAROLINA

COUNTY OF Alamance

I, Cody B Cottrell, a Notary Public of said County or State, hereby certify that Owner(s) William David Corriher personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 18 day of October, 2024.



Notary Public

My Commission Expires:

April 21, 2029

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public of said County or State, hereby certify that _____ personally came before me this day that he/she is the _____ of _____ a _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act.

Witness my hand and official stamp or seal, this the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
ALAMANCE COUNTY

I, _____, a Notary Public of said County and State, hereby certify that _____, Assistant Manager of the City of Mebane and _____, City Clerk personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this the _____ day of _____, 20____.


Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

PETITION FOR ANNEXATION OF PROPERTY TO
THE CITY OF MEBANE, NORTH CAROLINA


PART 1. The undersigned, being all the owners of the real property described in this application (Attachment A, hereinto "the Property") respectfully requests the annexation of said property into the City of Mebane ("City"), North Carolina. The petitioners understand and agree that all utilities within the annexed area shall be installed according to the City Ordinances and Policies and any utilities that must be extended to the annexed area are the responsibility of the undersigned or successive property owners. The property to be annexed is:

- A. _____ **CONTIGUOUS AND/OR INFILL** to the present corporate limits of the City, North Carolina pursuant to N.C.G.S. §160A-31 et seq., or
- B.  _____ **NON-CONTIGUOUS** to the municipal limits of the City, North Carolina, not closer to the limits of any other municipality and is located within three (3) miles of the municipal limits of the City, North Carolina pursuant to N.C.G.S. § 160A-58.1 et seq.

The Property to be annexed is more particularly described in Attachment "A" and said Attachment "A" is expressly made a part hereof.

PART 2. This Petition for Annexation is made pursuant to an agreement with the City whereby the Petitioner(s) are being allowed to extend City water and/or sewer service to the described property.

PART 3. In consideration of said agreements, Petitioner(s) agree that this Petition for Annexation shall be irrevocable in perpetuity, notwithstanding that all or a portion of the described properties may be conveyed to third parties. Petitioner(s) agree that any such conveyances shall be made subject to the terms of the Annexation Agreement incorporated in the deed duly executed and recorded in the county in which the property is located.

PART 4. North Carolina General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S. 160D-102 and 100(d) for properties subject to the petition. Do you declare vested rights for the property subject to this petition? YES _____ NO  _____.

If yes, please submit proof that vested rights have been granted by governing board.

I HEREBY DECLARE that my failure to disclose the existence of a vested right terminates any vested right previously acquired for this property.

Signed this 18th day of October, 2024, by the owners of the property described in Attachment "A".

[Signature]

Owner

Owner

Owner

Owner

(Corporate Name)

By: _____

President

ATTEST: _____

Secretary

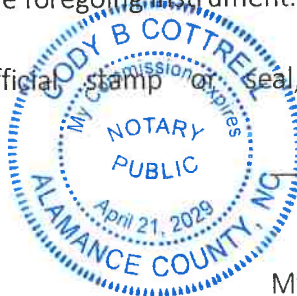
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF Alamance

I, Cody B Cottrell, a Notary Public of said County and State, hereby certify that Owner(s) William David Corriher personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 18 day of October, 2024.



[Signature]
Notary Public

My Commission Expires: April 21, 2029

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of said County and State, hereby certify that Owner(s) _____ personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, Notary Public of said County and State, do hereby certify that _____ personally came before me this day and acknowledged that he/she is the _____ of _____, a _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act.

Witness my hand and official stamp or seal, this the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Received by the City Clerk of Mebane, North Carolina, this _____ day of _____, 20____.

SIGNATURE OF CITY CLERK:

NOTES:

A) NO TITLE SEARCH WAS PERFORMED BY THIS FIRM DURING THE COURSE OF THE SURVEY

B) THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS OF RECORD ATTESTING SAME.

C) THIS FIRM MAKES NO GUARANTEE AS TO THE EXISTENCE OR LOCATION OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS OR ON ACROSS THIS PROPERTY. ANY SUCH UTILITIES OR IMPROVEMENTS SHOULD BE LOCATED BY THE PROPERTY OWNER. AVAILABLE EVIDENCE AND AVAILABLE INFORMATION.



CITY of MEBANE

POLICY STATEMENT	
SUBJECT: Voluntary Annexation Policy	PAGE 1 OF 5
	EFFECTIVE: June 6, 2022
	SUPERSEDES: Previous Annexation Policies
	PREPARED BY: Chris Rollins, City Manager
	ADOPTED BY COUNCIL: DATE: June 6, 2022

BACKGROUND INFORMATION: The City regularly receives requests from developers and individual property owners requesting voluntary annexation into the City of Mebane corporate limits. This general policy addresses voluntary annexation only and the statutory authority is defined within North Carolina General Statutes 160A (Article 4 Corporate Limits and Article 4A, Extension of Corporate Limits).

GENERAL POLICY STATEMENT:

The intent of the policy is to provide a mechanism by which the City can plan and extend its corporate limits and municipal services provided to citizens residing within said corporate limits in an efficient and effective matter via voluntary annexation. This will allow long range planning via various other municipal mechanisms and policies to allow an orderly extension of City services. To the extent that this policy conflicts with any other related policies of the City, this policy shall be controlling as it supersedes existing policies. It also complies with statutory and judicial opinions for municipal service requirements.

Typically, voluntary annexation occurs when a party desires to obtain access to City general services and/or utility service(s). For the purpose of this policy, and per NC General Statutes related to voluntary annexation, it is assumed that the party is either requesting some level of the referenced City services and is submitting a voluntary annexation petition to obtain access to general fund services (for example – garbage collection, but not use of parks & recreation services) and/or utility service(s) as defined via the City Water and Wastewater System Extension and Connection Policies. Similar to the City Water and Wastewater System Extension and Connection Policies – General Policy Statement C – “The City Council has the right to approve or deny proposed

connection or extension to its water or wastewater system based on the City's best interest", this policy details further that the City Council has the right to accept or deny voluntary annexation and/or require property owners to enter into a written agreement with the City for voluntary annexation at such future date as the City Council determines that it is in the best interest of the City and the City can provide a majority of consistent city services to the property. The petition for annexation of property to the City is attached hereto as Exhibit A.

A. CONTIGUOUS AND/OR INFILL VOLUNTARY ANNEXATION WITH PROPERTY SUBDIVISION:

1. It is the intent of the City of Mebane to require voluntary annexation for contiguous and infill properties seeking the referenced City services. Contiguous is defined as sharing a common boundary composed of more than just a survey stake connection. Infill is defined as sharing a common boundary composed of two or more common boundaries.
2. City staff must determine that a majority of consistent city services can be provided.
3. Building permits can be issued once City Council votes to receive the annexation petition and other City requirements have been fulfilled.

B. CONTIGUOUS AND/OR INFILL VOLUNTARY ANNEXATION WITHOUT PROPERTY SUBDIVISION:

1. It is the intent of the City of Mebane to require voluntary annexation for contiguous and infill properties seeking the referenced City services. Contiguous is defined as sharing a common boundary composed of more than just a survey stake connection. Infill is defined as sharing a common boundary composed of two or more common boundaries.
2. City staff must determine that a majority of consistent city services can be provided.
3. Building permits can be issued once City Council votes to receive the annexation petition and other City requirements have been fulfilled.
4. If determined acceptable for voluntary annexation recording via County Register of Deeds Office, the presently recorded metes & bounds are acceptable to meet voluntary annexation petition requirements in lieu of updated surveys for same said properties (without property subdivision). Annexation plats are required to be submitted as dictated in North Carolina General Statute 47-30

C. NONCONTIGUOUS VOLUNTARY ANNEXATION WITH PROPERTY SUBDIVISION:

1. It is the intent of the City of Mebane to require voluntary annexation for noncontiguous properties that will be subdivided seeking the referenced city services. Noncontiguous is defined as not sharing a common boundary composed of more than just a survey stake

connection. Subdivision or subdivided is defined as a property that has been or will be subdivided into one or more properties consistent with the City's Unified Development Ordinance.

2. City staff must determine that a majority of consistent city services can be provided.
3. Building permits can be issued once City Council votes to receive the annexation petition and other City requirements have been fulfilled.

D. NONCONTIGUOUS VOLUNTARY ANNEXATION WITHOUT PROPERTY SUBDIVISION:

1. It is the intent of the City to require voluntary annexation for noncontiguous properties that will not be subdivided if a majority of consistent city services can be provided efficiently and effectively. Noncontiguous is defined as not sharing a common boundary composed of more than just a survey stake connection. Subdivision or subdivided is defined as a property that has been or will be subdivided into one or more properties consistent with the City's Unified Development Ordinance.
2. City staff must determine that a majority of consistent city services can be provided.
3. If determined a majority of consistent City services cannot be provided and the definitions of D(1) are met, the City Manager will recommend if any City services should be offered without immediate voluntary annexation and require the property owner(s) to enter into a written agreement with the City for annexation as such future date as the City Council determines that it is in the best interest of the City and the City can provide a majority of consistent city services to the property.
 - a. This written agreement will be required to be added as a property deed restriction to ensure it is binding for future action.
 - i. See Section F of this policy.
 - b. Building permits can be issued once City Council votes to receive the referenced written agreement regarding future voluntary annexation is recorded in general and included as a property deed restriction.
4. If determined acceptable for voluntary annexation recording via County Register of Deeds Office, the presently recorded metes and bounds are acceptable to meet voluntary annexation petition requirements in lieu of updated surveys for same said properties (without property subdivision). Annexation plats are required to be submitted as allowed in North Carolina General Statute 47-30

E. NON-CITY APPROVED/HISTORICALLY SUBDIVIDED NEIGHBORHOODS VOLUNTARY ANNEXATION WITHOUT PROPERTY SUBDIVISION:

1. It is the intent of the City to only require voluntary annexation for existing neighborhoods not previously approved by the City or those where the neighborhood creation pre-dates their inclusion within the City jurisdiction when either the majority of the total properties located within the neighborhood or the majority of the residents within the neighborhood submit documented requests/interests in voluntary annexation. Majority is defined as 50% plus to ensure city services can be efficiently and effectively provided.
2. This section does not apply to throughfare (US/NC routes and major City collector routes) frontage properties/sites.
3. Properties within neighborhoods not meeting the majority definition for voluntary annexation and desiring connection to utility municipal service are referred to Section F of this policy.

F. REQUIREMENT OF PROPERTY OWNERS TO ENTER INTO A WRITTEN AGREEMENT WITH THE CITY FOR ANNEXATION AS SUCH FUTURE DATE AS THE CITY COUNCIL DETERMINES THAT IS IN THE BEST INTEREST OF THE CITY AND THE CITY CAN PROVIDE A MAJORITY OF CONSISTENT CITY SERVICES TO THE PROPERTY.

1. It is the intent of the City of Mebane to require property owners connecting to water and/or sewer connection services to request either immediate voluntary annexation or enter into a written agreement with the City for annexation as such future dates as the City Council determines that is in the best interest of the City.
2. The City Manager will make a recommendation to City Council to not require immediate voluntary annexation in situations where it is determined a majority of consistent City services cannot be provided to the property(s), neighborhood, and recommends immediate connection to City water and/or sewer after said written agreement is recorded (in general and as property deed restriction).
3. The written agreement with the City for annexation as such future date as the City Council determines shall be recorded in general and as a property deed restriction upon said and/or all property deeds to ensure it is binding for future action.
4. The property and customers will be charged outside City utility rates until annexed into the City corporate limits.
5. Building permits can be issued once the written agreement has been recorded in the Registry and as a property deed restriction and other City requirements have been fulfilled.

- a. Exhibit B attached to this policy provides a template for the written agreement. The City Attorney is authorized to adjust this template as it is recognized it will require updates and changes.

G. COMMUNITY DEVELOPMENT PROJECTS

1. Similar to the City Water and Wastewater System Extension and Connection Policies – General Policy Statement F (1) – regarding “Certain community development projects are exempt from assessment provisions”, this policy details further to the City Council the right to not require voluntary annexation related to certain community development projects.
2. The City Manager will provide a recommendation to City Council regarding community development project exemptions.